Company Tracking Number: AHLIC HD CRITICAL ILLNESS

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: AHLIC HD Critical Illness

Project Name/Number: AHLIC HD Critical Illness/AHLIC HD Critical Illness

## Filing at a Glance

Company: American Heritage Life Insurance Company

Product Name: AHLIC HD Critical Illness SERFF Tr Num: CMPL-127192708 State: Arkansas TOI: H07G Group Health - Specified Disease - SERFF Status: Closed-Approved- State Tr Num: 48957

Limited Benefit Closed

Sub-TOI: H07G.001 Critical Illness Co Tr Num: AHLIC HD CRITICAL State Status: Approved-Closed

**ILLNESS** 

Filing Type: Form Reviewer(s): Rosalind Minor

Author: Nancy French Disposition Date: 06/08/2011

Date Submitted: 06/02/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## **General Information**

Project Name: AHLIC HD Critical Illness

Project Number: AHLIC HD Critical Illness

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Large Group Market Type: Employer Overall Rate Impact:

Filing Status Changed: 06/08/2011
State Status Changed: 06/08/2011
Deemer Date:

Created By: Nancy French

Submitted By: Nancy French

Corresponding Filing Tracking Number:

Filing Description:

Little Rock, AR 72201-1904

Re: American Heritage Life Insurance Company

NAIC #60534 FEIN #59-0781901 Form Numbers: GCICHD Certificate

GCI2HDAR Arkansas Certificate Amendment

Dear Commissioner:

Company Tracking Number: AHLIC HD CRITICAL ILLNESS

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: AHLIC HD Critical Illness

Project Name/Number: AHLIC HD Critical Illness/AHLIC HD Critical Illness

This filing is being made by Compliance Research Services, LLC on behalf of American Heritage Life Insurance Company (referred to in this letter as AHL.) A letter of filing authorization is attached. All correspondence should be addressed to me at Compliance Research Services.

We are submitting the above for your review and approval to comply with your extraterritorial requirements. The policy has been issued to the Home Depot U.S.A., Inc. in the state of Georgia and offered to employees that may reside in your state. These forms were last approved by the state of Georgia on October 13, 2010. A copy of the approval documentation from Georgia is included with this filing.

This Group Voluntary Critical Illness product is supplemental insurance only

All forms are in final format. However, because AHL uses various fonts and layouts, they reserve the right to format the pages to conform to their printer's requirements. No change in language or reduction in font size will occur, only a possible page break, or renumbering of pages. AHL also requests the right to change the paper size or to issue the forms in electronic format.

These forms are new and do not replace or supersede any forms currently on file with your Department.

If you have any questions concerning this filing, please contact me at the phone number or email address shown below.

Sincerely,

J. David Simon, CLU
President
513-984-6050
dsimon@crssolutionsgroup.com

## **Company and Contact**

### **Filing Contact Information**

Nancy French, Product Manager 10921 Reed Hartman Highway Suite 334 nfrench@crssolutionsgroup.com 513-984-6050 [Phone] 513-984-7212 [FAX]

Cincinnati, OH 45242

Company Tracking Number: AHLIC HD CRITICAL ILLNESS

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: AHLIC HD Critical Illness

Project Name/Number: AHLIC HD Critical Illness/AHLIC HD Critical Illness

**Filing Company Information** 

(This filing was made by a third party - complianceresearchservicesllc)

American Heritage Life Insurance Company CoCode: 60534 State of Domicile: Florida

c/o CRS 10921 Reed Hartman Highway, Sutie Group Code: Company Type:

334

Cincinnati, OH 45242 Group Name: State ID Number:

(513) 984-6050 ext. [Phone] FEIN Number: 59-0781901

-----

## Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

American Heritage Life Insurance Company \$50.00 06/02/2011 48255917 American Heritage Life Insurance Company \$50.00 06/08/2011 48453761

Company Tracking Number: AHLIC HD CRITICAL ILLNESS

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: AHLIC HD Critical Illness

Project Name/Number: AHLIC HD Critical Illness/AHLIC HD Critical Illness

# **Correspondence Summary**

### **Dispositions**

Status Created By Created On Date Submitted

Approved- Rosalind Minor 06/08/2011 06/08/2011

Closed

**Objection Letters and Response Letters** 

Objection Letters Response Letters

Status Created By Created On Date Submitted Responded By Created On Date Submitted

Pending Rosalind Minor 06/02/2011 06/02/2011 Nancy French 06/08/2011 06/08/2011

Industry Response

Company Tracking Number: AHLIC HD CRITICAL ILLNESS

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: AHLIC HD Critical Illness

Project Name/Number: AHLIC HD Critical Illness/AHLIC HD Critical Illness

## **Disposition**

Disposition Date: 06/08/2011

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: AHLIC HD CRITICAL ILLNESS

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: AHLIC HD Critical Illness

Project Name/Number: AHLIC HD Critical Illness/AHLIC HD Critical Illness

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	AHLIC Authorization Letter	Approved-Closed	Yes
Supporting Document	AHL Variables	Approved-Closed	Yes
Supporting Document	GA Approval	Approved-Closed	Yes
Supporting Document	AR Certification of Compliance	Approved-Closed	Yes
Form	CERTIFICATE OF INSURANCE	Approved-Closed	Yes
Form	Certificate Rider	Approved-Closed	Yes

Company Tracking Number: AHLIC HD CRITICAL ILLNESS

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: AHLIC HD Critical Illness

Project Name/Number: AHLIC HD Critical Illness/AHLIC HD Critical Illness

## **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 06/02/2011 Submitted Date 06/02/2011

Respond By Date Dear Nancy French,

This will acknowledge receipt of the captioned filing.

### Objection 1

- CERTIFICATE OF INSURANCE, GCICHD (Form)
- Certificate Rider, GCI2HDAR (Form)

#### Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$100.00. Please submit an additional \$50.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Company Tracking Number: AHLIC HD CRITICAL ILLNESS

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: AHLIC HD Critical Illness

Project Name/Number: AHLIC HD Critical Illness/AHLIC HD Critical Illness

## **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 06/08/2011 Submitted Date 06/08/2011

Dear Rosalind Minor,

#### Comments:

Thank you for allowing us the opportunity to submit additional fees for this filing.

### Response 1

Comments: \$50.00 has been added to the fees.

### **Related Objection 1**

Applies To:

- CERTIFICATE OF INSURANCE, GCICHD (Form)
- Certificate Rider, GCI2HDAR (Form)

### Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$100.00. Please submit an additional \$50.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

### **Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

SERFF Tracking Number: CMPL-127192708 State: Arkansas State Tracking Number: 48957

Filing Company: American Heritage Life Insurance Company AHLIC HD CRITICAL ILLNESS

TOI: H07G Group Health - Specified Disease -Sub-TOI: H07G.001 Critical Illness

Limited Benefit

AHLIC HD Critical Illness Product Name:

AHLIC HD Critical Illness/AHLIC HD Critical Illness Project Name/Number:

Thank you

Company Tracking Number:

Sincerely,

Nancy French

Company Tracking Number: AHLIC HD CRITICAL ILLNESS

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

nt or Rider

Product Name: AHLIC HD Critical Illness

Project Name/Number: AHLIC HD Critical Illness/AHLIC HD Critical Illness

### Form Schedule

**Lead Form Number: GCICHD** 

Schedule	Form	Form Type	Form Name	Action	Action Specific	Readability	Attachment
Item	Number				Data		
Status							
Approved-	GCICHD	Certificate	CERTIFICATE OF	Initial		42.500	GCICHD
Closed			INSURANCE				Certificate.pdf
06/08/2011							
Approved-	GCI2HDAR	R Certificate	Certificate Rider	Initial		45.000	GCI2HDAR
Closed		Amendmer	1				Certificate
06/08/2011		t, Insert					Rider.pdf
		Page,					
		Endorseme	9				



### AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE: 1776 AMERICAN HERITAGE LIFE DRIVE JACKSONVILLE, FLORIDA 32224-6687 (904) 992-1776

Workplace Division

**A Stock Company** 

### **CERTIFICATE OF INSURANCE**

This certificate of insurance ("certificate") describes your insurance coverage under the policy.

In this certificate, the words:

I "You" and "your" mean the named insured associate shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] who is a member of an eligible class as described in the policy and for whom premiums are remitted.

"We", "us" and "our" mean American Heritage Life Insurance Company.

"This policy" and "the policy" mean the policy of insurance issued by us to the policyholder.

The policy alone makes up the agreement under which insurance coverage is provided and benefits are determined. If the terms of your certificate and the policy differ, the policy will govern. The policy may be inspected at the office of the policyholder during normal business hours.

Coverage under the policy is issued in consideration of your enrollment and the payment of the first premium.

We certify that coverage under the policy is in effect for persons who have satisfied all eligibility requirements and for whom the required premium has been paid when due.

The policy is delivered in and is governed by the laws of the governing jurisdiction and, to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

The policy and this certificate may be changed in whole or in part or cancelled by agreement between us and the policyholder. Such an action may be taken without the consent or notice to you or anyone covered under the policy. Only an authorized officer at our home office can approve a change. The approval must be in writing and endorsed on or attached to the policy. No other person, including an agent, may change the policy or certificate or waive any of its provisions. Premiums are subject to periodic changes.

This certificate supersedes and replaces any certificate previously issued to you under the policy.

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Secretary President

[Kavid a. Bu

THIS IS A CRITICAL ILLNESS CERTIFICATE WHICH PROVIDES STATED BENEFITS
ONLY FOR SPECIFIED SICKNESSES AND INJURIES OR OTHER BENEFITS THAT MAY BE ADDED.
THIS CERTIFICATE DOES NOT PROVIDE BENEFITS FOR ANY OTHER CONDITIONS.

CRITICAL ILLNESS COVERAGE IS CONSIDERED A LIMITED BENEFIT TYPE OF COVERAGE AND IS MEANT TO SUPPLEMENT, NOT BE A SUBSTITUTE OR REPLACEMENT FOR MAJOR MEDICAL INSURANCE.

THIS CERTIFICATE DOES NOT PAY BENEFITS FOR HOSPITAL CONFINEMENT DUE TO MENTAL ILLNESS.

### **TABLE OF CONTENTS**

[CERTIFICATE SPECIFICATIONS	3]
GENERAL PROVISIONS	[4 – 6]
[CONTINUATION OF INSURANCE (COBRA)	6]
[PORTABILITY	7]
BENEFIT AMOUNT LIMITATION AND EXCLUSIONS	[8]
CRITICAL ILLNESS BENEFITS	[9-14]
CLAIM INFORMATION	[15 - 16]
GLOSSARY	[17 – 18]

### **[AMERICAN HERITAGE LIFE INSURANCE COMPANY]**

1776 American Heritage Life Drive, Jacksonville, Florida 32224

**CERTIFICATE SPECIFICATIONS ANNUAL PREMIUM** FORM NO. **DESCRIPTION OF BENEFITS AMOUNT** GCICHD CRITICAL ILLNESS BENEFIT BASIC BENEFIT AMOUNT \$00.00 **INSURED ASSOCIATE** \$30,000 INSURED SPOUSE \$30,000 INSURED CHILD(REN) \$30,000

**FAMILY COVERAGE** 

The effective date of each benefit is the Effective Date unless otherwise specified.

### **TOTAL PREMIUMS**

The Total Premiums include the charge for any additional benefits.

ANNUAL SEMI-ANNUAL QUARTERLY MONTHLY BILLABLE PREMIUM

\$000.00 \$000.00 \$00.00 \$00.00 \$00.00

Premium Payment Method PAYROLL – MONTHLY Premium Class TOBACCO/NON-TOBACCO

INSURED: JOHN DOE ISSUE AGE: 35

EFFECTIVE DATE: JANUARY 01, 2011 CERTIFICATE NUMBER: 123456

POLICY NUMBER: GROUP106

BENEFICIARY: AS NAMED AT ENROLLMENT OR LATER CHANGED

**GROUP CRITICAL ILLNESS COVERAGE** 

GCICHD Page 3]

#### **GENERAL PROVISIONS**

### **EFFECTIVE DATE OF COVERAGE**

Your coverage will be effective at 12:01 a.m. on the effective date shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] provided you are actively employed on that date.

If you are not actively employed on that date, coverage begins on the date as determined by the plan administrator.

For any change in coverage, the change in coverage is effective on the date we receive such request for change.

## 8

### WHEN YOU CAN ENROLL, CHANGE OR DISCONTINUE COVERAGE

- 1. You may apply for coverage during:
  - a. the initial enrollment period; or
  - b. [the next re-enrollment period][; or]
  - [c. the period following a qualified life event, as determined by the plan administrator].
- 2. You may increase coverage, in accordance with our coverage increase rules during:
  - a. [the next re-enrollment period][; or]
  - [b. the period following a qualified life event, as determined by the plan administrator].
- 3. You may discontinue coverage, in writing, at any time.

### 9

### **ELIGIBILITY OF DEPENDENTS**

Eligible dependents are:

- 1. your legal spouse [or domestic partner]; and
- 2. your children [and your domestic partner's children].

An eligible child is a person under age [26] who is:

- 1. a natural or adopted son or daughter, stepson or stepdaughter of you [or your domestic partner]; or
- a foster child who is placed with you [or your domestic partner] by an authorized placement agency or by judgment, decree or other order of any court of competent jurisdiction.

Your domestic partner must meet the eligibility requirements for your domestic partner's children to be eligible; however, your domestic partner does not have to be a covered person in order for his or her children to be covered.

[Your dependents cannot be covered as both a dependent and as an associate with their own coverage under the policy. If your dependent is or becomes covered as an associate with their own coverage, we will terminate their coverage as a dependent and refund any premium that may have been paid for the dependent coverage for the period of time that they were covered as a dependent while having their own coverage.]

After the effective date, any person (except newborns) who becomes an eligible dependent can be added to the certificate if the plan administrator is notified within 30 days after they become eligible.

If you have Individual Coverage [or Individual and Child(ren) Coverage], then marry and desire coverage for your spouse, the plan administrator must be notified within 30 days of the marriage. Your coverage will change to [Individual and Spouse Coverage] [or] [Family Coverage] and you will be provided notification of the additional premium due.

[If you have Individual Coverage [or Individual and Child(ren) Coverage], then establish a domestic partnership and desire coverage for your domestic partner, the plan administrator must be notified within 30 days of the date the domestic partnership was formed. Your coverage will change to [Individual and Spouse Coverage] [or] [Family Coverage] and you will be provided notification of the additional premium due.]

A child born to you or your spouse [or domestic partner], while [Individual and Child(ren) Coverage] [or] [Family Coverage] is in force, will be eligible for coverage. This coverage begins at the moment of birth of such child and benefits will be the same as provided for any other child insured under the certificate. No additional premium will be required for newborns added if [Individual and Child(ren) Coverage] [or] [Family] Coverage is in force at the time the newborn is added.

#### **GENERAL PROVISIONS (Continued)**

### **ELIGIBILITY OF DEPENDENTS (Continued)**

If you have Individual Coverage [or Individual and Spouse Coverage], newborn children are automatically covered from the moment of birth for a period of 30 days. If you desire uninterrupted coverage for a newborn child, you must notify the plan administrator within 30 days of that child's birth. Upon notification, your Individual Coverage [or Individual and Spouse Coverage] will be converted to [Individual and Child(ren) Coverage] [or] [Family Coverage] and you will be provided notification of the additional premium due. If you do not notify the plan administrator within 30 days of the birth of the child, the temporary automatic coverage ends.

An adopted child or child pending adoption is eligible from the moment of birth if, within 30 days after the date of birth, either:

- 1. the decree of adoption is entered; or
- 2. the adoption proceedings are instituted and you [or your domestic partner] had temporary custody.

### 10 TERMINATION OF COVERAGE

Your coverage under the policy ends, subject to the CONTINUATION OF INSURANCE (COBRA) or PORTABILITY PRIVILEGE provisions of this certificate, on the earliest of:

- 1. the date the policy is terminated in accordance with the TERMINATION OF THE POLICY provision in the policy; or
- the last day of the period for which you made any required premium payments; or
- the last day you are in active employment, except as provided under the LEAVE OF ABSENCE provision; or
- 4. the date you are no longer in an eligible class; or
- 5. the date your class is no longer eligible; or
- 6. the date you have received the maximum basic benefit amount payable, subject to the BASIC BENEFIT AMOUNT LIMITATION provision; or
- 7. upon our discovery of fraud or material misrepresentation in the presentation of a claim under this certificate; or
- 8. the date you request to discontinue coverage in writing.

We will provide benefits for a payable claim that occurs while a covered person is covered under the policy.

If no premiums are received within [60] days of the effective date of the certificate, the coverage will be void as of the certificate effective date.

If your spouse is a covered person, your spouse's coverage ends upon valid decree of divorce or your death.

[If your domestic partner is a covered person, the domestic partner's coverage ends upon termination of the domestic partnership or your death.]

Coverage for a dependent child ends at the end of the calendar year in which the dependent child is no longer eligible. This is the earlier of when the child: (a) reaches age [26]; or (b) otherwise does not meet the requirements of an eligible dependent. Coverage does not terminate for a dependent child who:

- 1. is incapable of self-sustaining employment by reason of mental or physical incapacity; and
- 2. became so incapacitated prior to the attainment of the limiting age of eligibility under the policy; and
- 3. is chiefly dependent upon you for support and maintenance.

The child's coverage continues as long as the certificate remains in force and the child remains in such condition. Proof of the incapacity and dependency of the child must be furnished, in writing, to the plan administrator when the child reaches the limiting age of eligibility. Thereafter, such proof must be furnished as frequently as may be required, but no more frequently than annually after the 2 year period following the child's attainment of the limiting age for eligibility.

If we accept a premium for coverage extending beyond the date, age or event specified for termination as to a covered person, such premium will be refunded, coverage will terminate and claims incurred after termination will not be paid. There may be no refund due if you have Individual and Children Coverage or Family Coverage and there are other eligible dependents insured under the policy.

Coverage may be eligible for continuation as outlined in the CONTINUATION OF INSURANCE (COBRA) provision or the PORTABILITY PRIVILEGE provision.

### **GENERAL PROVISIONS (Continued)**

#### LEAVE OF ABSENCE

If you cease active employment because of a leave of absence while coverage is in force, you will have the opportunity to continue your coverage while you are away from active employment. Coverage will be in accordance with the terms of the plan administrator. This includes, but is not limited to how coverage is provided, how premiums are paid for during the absence, and whether coverage is reinstated upon return to employment.

### 11 [DISCRETIONARY AUTHORITY, IF GOVERNED BY ERISA

The following applies only when the administration of the policy is governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq.:

We have the discretion and authority to construe disputed or seemingly inconsistent provisions of the policy and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever we make reasonable determinations which are not arbitrary or capricious in the administration of the policy, such determinations shall be final and conclusive.]

### **LEGAL ACTION**

No action at law or in equity shall be brought to recover under the policy prior to the expiration of 60 days after written proof of claim has been furnished in accordance with the requirements of the policy. No such action shall be brought after the expiration of 3 years after the time written proof of claim is required to be furnished.

#### **CLERICAL ERROR**

Clerical error on the part of the policyholder or us will not invalidate insurance otherwise in force nor continue insurance otherwise terminated. Upon discovery of any error, an adjustment will be made in the premiums and/or benefits available. Complete proof must be supplied by us or the policyholder documenting any clerical errors.

#### **AGENCY**

For purposes of the policy, the policyholder acts on its own behalf or as your agent. Under no circumstances will the policyholder be deemed our agent.

### MISSTATEMENT OF INFORMATION

If the insured associate's rate classification has been misstated, benefits payable under the certificate will be the amount the premium paid would have purchased at the correct rate classification.

### [CONTINUATION OF INSURANCE (COBRA)

Insurance may be continued for any covered person upon a qualifying event in accordance with continuation of coverage required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) as determined by the plan administrator. The continued insurance will be the same as if the qualifying event had not occurred and will be subject to all the terms and provisions of the policy that do not conflict with COBRA requirements.]

#### [PORTABILITY PRIVILEGE

13

We will provide portability coverage, subject to these provisions.

Such coverage will be available if:

- 1. coverage under the policy terminates under the TERMINATION OF COVERAGE provision; and
- 2. we receive a written request and payment of the first premiums for the portability coverage not later than 30 days after such termination; and
- 3. the request is made for that purpose; and
- 4. any required information is sent to us.

Such coverage is also available if you have exhausted all benefits available under the CONTINUATION OF INSURANCE (COBRA) provision, subject to the above provisions.

No portability coverage will be provided if your insurance under the policy terminated due to your failure to make required premium payments.

#### **PORTABILITY COVERAGE**

The benefits, terms and conditions of the portability coverage will be the same as those provided under the policy when the insurance terminated except for the WAIVER OF PREMIUM provision. Portability coverage will not have a waiver of premium provision. Portability coverage may include any eligible dependents who were covered under the policy. Changes made to the policy after portability coverage begins will not apply to that covered person unless it is required by law.

Portability coverage will be effective on the day after insurance under the policy terminates.

### **PORTABILITY PREMIUMS**

Premiums for portability coverage are due and payable in advance to us at our home office. Premium due dates are the first day of each calendar month. The portability premium rate may differ from the premium rate in effect for insured associates and may change on any premium due date. If you are on portability coverage, we will give you written notice at least 60 days before a change is to take effect.

#### **GRACE PERIOD**

The grace period, as defined in the policy, will apply to each certificate holder of portability coverage as if such covered person is the policyholder.

### **TERMINATION OF INSURANCE**

Portability coverage will automatically end on the earliest of the following dates:

- 1. the date you again become eligible for insurance under the policy; or
- 2. the last day for which premiums have been paid, if you fail to pay premiums when due, subject to the grace period; or
- 3. the date you request to discontinue coverage in writing; or
- 4. with respect to insurance for dependents:
  - a. the date your insurance terminates; or
  - the date the dependent ceases to be an eligible dependent, as defined.

A dependent child whose portability coverage terminates when he or she reaches the age limit may apply for portability coverage in his or her own name, if he or she is otherwise eligible.

### **TERMINATION OF THE POLICY**

If the policy terminates, you and your covered dependents will be eligible to exercise the portability privilege on the termination date of the policy. Portability coverage may continue beyond the termination date of the policy, subject to the timely payment of premiums. Benefits for portability coverage will be determined as if the policy had remained in full force and effect.]

### **BASIC BENEFIT AMOUNT LIMITATION**

The maximum basic benefit amount payable for all critical illnesses is the lesser of 4 times the basic benefit amount or \$250,000 for each covered person.

### **EXCLUSIONS**

We will not pay benefits for a critical illness that is, or is caused by, contributed to by or results from:

- 1. War, declared or undeclared, participation in a riot, insurrection or rebellion.
- 2. Intentionally self-inflicted injury or action.
- 3. Illegal activities or participation in an illegal occupation.
- 4. Substance abuse, to include abuse of alcohol, alcoholism, drug addiction or dependence upon any controlled substance.

(This space intentionally left blank.)

#### **CRITICAL ILLNESS BENEFITS**

#### **GENERAL**

Subject to the conditions, limitations and exclusions of this coverage, we will pay a benefit when a covered person is diagnosed with a critical illness described in this coverage if:

- 1. the date of diagnosis is after the covered person's effective date of coverage; and
- 2. the date of diagnosis for the critical illness is while the covered person is insured under the policy; and
- 3. the critical illness is not excluded by name or specific description.

A covered person can receive a benefit for each critical illness only once, unless the critical illness is named in the Recurrence Benefit included in this coverage.

A covered person can receive benefits for different critical illnesses described in the policy if the dates of diagnosis for each critical illness are separated by at least 90 days.

All benefits paid contribute toward the BASIC BENEFIT AMOUNT LIMITATION provision, unless otherwise noted. Coverage for a covered person terminates when the covered person is not eligible for any further benefits.

Each critical illness must be diagnosed by a physician in the United States or its territories. Claims for benefits not satisfying all the criteria for diagnosis may be subject to review by an independent physician consultant. Emergency situations that occur while the covered person is outside the United States or its territories may be reviewed and considered for approval by a United States physician on foreign soil or when the covered person returns to the United States or its territories.

We do not pay any benefit for any condition or loss not described below.

#### A. INITIAL CRITICAL ILLNESS BENEFITS

14

1. **BENEFIT AMOUNT**. The benefit amount for each initial critical illness is the percentage shown below for that critical illness multiplied by the basic benefit amount shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] applicable to the covered person.

Critical Illness	Percentage of Basic Benefit Amount	Critical Illness	Percentage of Basic Benefit Amount
Heart Attack	[100%]	Complete Blindness	[100%]
Stroke	[100%]	Complete Loss of Hearing	[100%]
Coronary Artery By-Pass Surgery	[25%]	Coma	[100%]
Transplant	[100%]	Benign Brain Tumor	[100%]
End Stage Renal Failure	[100%]	Alzheimer's Disease	[100%]
Paralysis	[100%]		

#### 2. **BENEFIT DESCRIPTION.** The initial critical illnesses are:

**a. Heart Attack.** The death of a portion of heart muscle as a result of inadequate blood supply to the relevant area.

The diagnosis must be based on both:

- 1. new electrocardiographic changes; and
- elevation of cardiac enzymes or biochemical markers showing a pattern and to a level consistent with a diagnosis of heart attack.

Heart Attack does not include an established (old) myocardial infarction.

The date of diagnosis for Heart Attack is the date of death (infarction) of a portion of the heart muscle.

**b. Stroke**. The death of a portion of the brain producing neurological sequelae including infarction of brain tissue, hemorrhage and embolization from an extra-cranial source. There must be evidence of permanent neurological deficit.

Stroke does not include: transient ischemic attacks (TIA's), head injury, chronic cerebrovascular insufficiency or reversible ischemic neurological deficits.

The date of diagnosis for Stroke is the date the stroke occurred based on documented neurological deficits and neuroimaging studies.

### 2. BENEFIT DESCRIPTION. (Continued)

**c.** Coronary Artery By-Pass Surgery. The surgical operation to correct narrowing or blockage of one or more coronary arteries with by-pass grafts on the advice of a cardiologist registered in the United States. Angiographic evidence to support the necessity for this surgery will be required.

Coronary Artery By-Pass Surgery does not include: abdominal aortic bypass; balloon angioplasty; laser embolectomy; atherectomy; stent placement; or other non-surgical procedures.

The date of diagnosis for Coronary Artery By-Pass Surgery is the date the actual coronary artery by-pass surgery occurs.

**d. Transplant.** The surgical transplantation of a heart, lung, liver, pancreas, kidney or bone marrow. The transplanted organ/tissue must come from a human donor.

The date of diagnosis for Transplant is the date the actual surgery occurs for the covered transplant.

**e. End Stage Renal Failure.** The irreversible failure of both kidneys to perform their essential functions, with the covered person undergoing peritoneal dialysis or hemodialysis.

End Stage Renal Failure does not include renal failure caused by a traumatic event, including surgical traumas.

The date of diagnosis for End Stage Renal Failure is the date renal dialysis first begins due to the irreversible failure of both kidneys to perform their essential functions.

**f. Paralysis.** The total and permanent loss of voluntary movement or motor function of 2 or more limbs as the result of a sickness or injury.

The date of diagnosis for Paralysis is the date a physician establishes the diagnosis of paralysis based on clinical and/or laboratory findings as supported by medical records.

- **g.** Complete Blindness. A clinically proven irreversible reduction of sight in both eyes certified by an ophthalmologist with:
  - 1. sight in the better eye reduced to a best corrected visual acuity of less than 6.60 (Metric Acuity) or 20/200 (snellen or E-chart Acuity); or
  - 2. visual field restriction to 20 degrees or less in both eyes.

The date of diagnosis for Complete Blindness is the date an ophthalmologist makes an accurate certification of complete blindness.

h. Complete Loss of Hearing. The total and irreversible loss of hearing in both ears.

Complete Loss of Hearing does not include loss of hearing that can be corrected by the use of any hearing aid or device.

The date of diagnosis for Complete Loss of Hearing is the date the audiologist makes an accurate certification of total and permanent hearing loss.

i. Coma. A continuous profound state of unconsciousness lasting 14 or more consecutive days due to an underlying sickness or traumatic brain injury. It is associated with severe neurologic dysfunction and unresponsiveness of a prolonged nature requiring significant medical intervention and life support measures. Coma does not include a medically induced coma.

The date of diagnosis for Coma is the first day of the period for which a physician confirms a coma has lasted for 14 consecutive days.

- j. Benign Brain Tumor. A non-cancerous brain tumor:
  - 1. confirmed by the examination of tissue (biopsy or surgical excision) or specific neuroradiological examination; and
  - resulting in persistent neurological deficits including but not limited to: loss of vision; loss of hearing; or balance disruption.

Benign Brain Tumor does not include:

- 1. tumors of the skull; or
- 2. pituitary adenomas; or
- 3. germanomas.

The date of diagnosis for Benign Brain Tumor is the date a physician determines a benign brain tumor is present based on examination of tissue (biopsy or surgical excision) or specific neuroradiological examination.

### 2. BENEFIT DESCRIPTION. (Continued)

**k. Alzheimer's Disease.** A progressive degenerative disease of the brain that is diagnosed by a psychiatrist or neurologist as Alzheimer's Disease, which causes the covered person to be incapacitated.

"Incapacitated" means that, due to Alzheimer's Disease, the covered person:

- 1. exhibits the loss of intellectual capacity involving impairment of memory and judgment, which results in a significant reduction in mental and social functioning; and
- 2. requires substantial physical assistance from another adult to perform at least 3 of the activities of daily living, as defined below.

As used in this benefit, the "activities of daily living" are:

- 1. Bathing to wash oneself in a bathtub, shower or by sponge bath, with or without the aid of equipment.
- 2. Dressing to put on and remove necessary clothing including braces, artificial limbs or other surgical appliances.
- 3. Toileting to get on and off the toilet and maintain personal hygiene.
- 4. Bladder and Bowel Continence to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained.
- 5. Transferring to move in and out of a bed, chair or wheelchair, with or without the use of equipment.
- 6. Eating to consume food or drink that already has been prepared and made available, with or without the use of adaptive utensils.

The date of diagnosis for Alzheimer's Disease is the date a physician first diagnoses the covered person as incapacitated due to Alzheimer's Disease.

### 14

### **B. CANCER CRITICAL ILLNESS BENEFITS**

1. **BENEFIT AMOUNT**. The benefit amount for each cancer critical illness is the percentage shown below for that cancer critical illness multiplied by the basic benefit amount shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] applicable to the covered person.

Cancer Critical Illness	Percentage of Basic Benefit Amount
Carcinoma In Situ	[25%]
Invasive Cancer	[100%]

### 2. BENEFIT DESCRIPTION. The cancer critical illnesses are:

**a.** Carcinoma In Situ. A cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue.

Carcinoma In Situ includes:

- 1. early prostate cancer diagnosed as stages A, I or II or equivalent staging; and
- 2. melanoma not invading the dermis.

Carcinoma In Situ does not include:

- 1. other skin malignancies; or
- 2. pre-malignant lesions (such as intraepithelial neoplasia); or
- 3. benign tumors or polyps.
- **b. Invasive Cancer.** A malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue.

Invasive Cancer includes Leukemia and Lymphoma.

Invasive Cancer does not include:

- 1. carcinoma in situ: or
- 2. tumors in the presence of any human immunodeficiency virus; or
- 3. skin cancer other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic; or

Page 11

4. early prostate (stages A, I or II) cancer.

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- 3. DIAGNOSIS REQUIREMENTS. A cancer critical illness must be diagnosed in one of two ways:
  - **a. Pathological diagnosis** means identification of cancer based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of diagnosis must be done by a certified pathologist whose diagnosis of malignancy is in keeping with the standards set by the American Board of Pathology.
  - **b.** Clinical diagnosis means a clinical identification of cancer based on history, laboratory study and symptoms. We will pay benefits for a clinical diagnosis only if:
    - 1. a pathological diagnosis cannot be made because it is medically inappropriate or life-threatening; and
    - 2. there is medical evidence to support the diagnosis.

The date of diagnosis for Cancer Critical Illness is the day the tissue specimen, culture and/or titer(s) are taken on which the first diagnosis of cancer is based.

The "first diagnosis of cancer" includes a diagnosis of a recurrence of a cancer that was previously diagnosed before the effective date of coverage if, after the previous diagnosis and before the date of diagnosis of the recurrence, the covered person is free of any symptoms and treatment of the cancer for the 12 consecutive months immediately preceding the effective date of coverage or any 12 consecutive months thereafter.

For purposes of this benefit, "treatment" does not include maintenance drug therapy or routine follow-up office visits to verify if the cancer critical illness has returned.

"Maintenance drug therapy" means ongoing hormonal therapy, immunotherapy or chemo-prevention therapy that may be given following the full remission of a cancer due to primary treatment. It is meant to decrease the risk of cancer recurrence rather than the palliation or suppression of a cancer that is still present.

For purposes of this benefit, "symptoms" mean the subjective evidence of disease or physical disturbance observed by a physician or other member of the medical profession, acting within the scope of their license.

14

### C. SPECIFIED DISEASE CRITICAL ILLNESS BENEFITS

1. **BENEFIT AMOUNT**. The benefit amount for each specified disease critical illness is the percentage shown below for that specified disease critical illness multiplied by the basic benefit amount shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] applicable to the covered person.

Specified Disease Critical Illness	Percentage of Basic Benefit Amount	Specified Disease Critical Illness	Percentage of Basic Benefit Amount
Adrenal Hypofunction (Addison's Disease)	[25%]	Multiple Sclerosis (MS)	[25%]
Amyotrophic Lateral Sclerosis (ALS) (Lou Gehrig's Disease)	[25%]	Muscular Dystrophy	[25%]
Bone Marrow Donor	[25%]	Myasthenia Gravis	[25%]
Cerebral Palsy	[25%]	Necrotizing Fasciitis	[25%]
Cystic Fibrosis	[25%]	Osteomyelitis	[25%]
Encephalitis	[25%]	Rabies	[25%]
Hemophilia	[25%]	Scleroderma	[25%]
Huntington's Chorea	[25%]	Sickle Cell Anemia	[25%]
Malaria	[25%]	Systemic Lupus	[25%]
Meningitis	[25%]	Tuberculosis (TB)	[25%]

2. BENEFIT DESCRIPTION. A specified disease as listed above.

The date of diagnosis for Specified Disease Critical Illness is the date a physician establishes the diagnosis of the specified disease critical illness based on clinical and/or laboratory findings as supported by medical records.

- **D. RECURRENCE BENEFIT.** We will pay this benefit if a covered person is diagnosed for a second time with a Heart Attack, Stroke, Coronary Artery By-Pass Surgery, Transplant, Invasive Cancer or Carcinoma In Situ, for which a benefit was previously paid if:
  - 1. the second date of diagnosis is more than 12 months after the first date of diagnosis for the critical illness; and
  - 2. the second date of diagnosis is while the covered person is insured under the policy; and
  - 3. for the cancer critical illness benefits, the covered person had no symptoms nor received any treatment during the 12 months after the prior occurrence.

The benefit amount is equal to the benefit amount previously paid for that critical illness. A covered person can receive a Recurrence Benefit only once for each critical illness.

For the purposes of the cancer critical illness benefits, "treatment" does not include maintenance drug therapy or routine follow-up office visits to verify if the cancer critical illness has returned.

"Maintenance drug therapy" means ongoing hormonal therapy, immunotherapy or chemo-prevention therapy that may be given following the full remission of a cancer due to primary treatment. It is meant to decrease the risk of cancer recurrence rather than the palliation or suppression of a cancer that is still present.

"Symptoms" mean the subjective evidence of disease or physical disturbance observed by a physician or other member of the medical profession, acting within the scope of their license.

- E. WAIVER OF PREMIUM. We will waive your premiums for this coverage if, while covered under the policy, you:
  - 1. become totally disabled due to a sickness or injury; and
  - remain disabled for at least [180] consecutive days.

After the [180<sup>th</sup>] day, we will waive the premiums due for each consecutive day thereafter you are disabled until the earliest of:

- 1. the date you are no longer totally disabled; or
- 2. upon your reaching age 65; or
- 3. the date coverage ends according to the TERMINATION OF COVERAGE provision.

"Disabled" means you are:

- I. under the continuous care of a physician; and
- 2. unable to perform all of the essential functions of your regular job or any gainful employment for which you are reasonably qualified based on your education, training or experience.

"Gainful employment" means the performance of any occupation for wages, remuneration or profit, for which you are qualified by education, training or experience on a full-time or part-time basis.

This benefit is payable only for the disability of the insured associate. It does not apply to any other covered person.

You must provide sufficient proof of disability to the plan administrator and request that your premiums be waived under this benefit provision. The plan administrator must then provide us with such proof. If your coverage is being continued under the PORTABILITY PRIVILEGE provision, you must provide sufficient proof of disability at least once every 6 months. Such proof must be submitted on your initiative without the necessity of us requesting it.

16

**F. TRANSPORTATION BENEFIT.** We pay the actual cost, up to [\$1,500] per calendar year, for round trip transportation coach fare on a common carrier; or a personal vehicle allowance of [\$0.50] per mile, up to [\$1,500] per calendar year, when travel is required by a covered person to receive treatment of a covered critical illness at a hospital (inpatient or outpatient); or radiation therapy center; or chemotherapy or oncology clinic; or any other specialized free-standing treatment center. Mileage is measured from the covered person's home to the treatment facility as described above. The treatment facility must be more than 100 miles from the covered person's home. We do not pay for: transportation for someone to accompany or visit the covered person receiving treatment; visits to a physician's office or clinic; or for other services. If the treatment is for a covered child and common carrier travel is necessary, we will pay this benefit for up to 2 adults to accompany the child.

"Common carrier" means the following: commercial airlines; passenger trains; inter-city bus lines; trolleys; or boats. It does not include taxis; intra-city bus lines; or private charter planes.

This benefit does not contribute toward the BASIC BENEFIT AMOUNT LIMITATION provision.

**G. LODGING BENEFIT.** We pay [\$60] per day when a covered person receives treatment for a covered critical illness on an outpatient basis. The benefit is for lodging at a motel, hotel or other accommodations acceptable to us. This benefit is limited to 60 days per calendar year. This benefit is not payable for lodging occurring more than 24 hours prior to treatment or for lodging occurring more than 24 hours following treatment. Outpatient treatment must be received at a treatment facility more than 100 miles from the covered person's home.

This benefit does not contribute toward the BASIC BENEFIT AMOUNT LIMITATION provision.

- **H. WELLNESS BENEFIT.** We pay [\$75] per calendar year per covered person for any one of the below. Documentation must be provided for the service rendered. The eligible Wellness Benefits are:
  - 1. Pre-biopsy test for skin cancer; and
  - 2. Biopsy for skin cancer; and
  - 3. Oral cancer screening; and
  - 4. Blood test for triglycerides; and
  - 5. Bone Marrow Testing; and
  - 6. Colonoscopy; and

17

18

- 7. Echocardiogram; and
- 8. Electrocardiogram (EKG, including stress EKG); and
- 9. Flexible sigmoidoscopy; and
- 10. Hemocult stool analysis; and
- 11. Lipid panel (total cholesterol count); and
- 12. Mammography, including Breast Ultrasound; and
- 13. Pap Smear, including ThinPrep Pap Test; and
- 14. PSA (prostate specific antigen blood test for prostate cancer); and
- 15. Serum Protein Electrophoresis (test for myeloma); and
- 16. Stress test on bike or treadmill; and
- 17. Annual physical examination (only for covered persons over 18 years of age); and
- 18. Immunizations.

This benefit does not contribute toward the BASIC BENEFIT AMOUNT LIMITATION provision.

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#### **CLAIM INFORMATION**

#### NOTICE OF CLAIM

We encourage you to notify us of a claim as soon as possible so that a claim decision can be made in a timely manner. Written notice of claim must be given to us within 20 days after the occurrence or commencement of any benefit covered by the policy, or as soon as is reasonably possible. Notice given to us by, or on behalf of, you or the beneficiary at [1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687], or to any authorized agent of ours, with your name and certificate number, is notice to us.

The claim form can be requested from us. If the form is not received from us within 10 working days of the request, you shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting, within the time stated in the policy for filing proof of loss, written proof covering the occurrence, character and extent of the loss for which the claim is made.

#### **FILING A CLAIM**

You must complete all applicable sections of the claim form and then give it to your attending physician. The physician should complete his or her section statement of the form and send it directly to us.

### PROOF OF CLAIM

Written proof must be furnished to us within 90 days of each critical illness or payable loss. If it is not reasonably possible to give us written proof in the time required, we will not reduce or deny any claim for this reason, as long as the proof is filed as soon as reasonably possible. In any event, the proof required must be given to us no later than 1 year from the time specified unless you are legally incapacitated.

#### PHYSICAL EXAMINATION AND AUTOPSY

We have the right, at our own expense, to have you examined by a physician of our choosing, as often as may be reasonably required while a claim is pending. We may have an autopsy performed during the period of incontestability, where it is not forbidden by law.

### **PAYMENT OF CLAIMS**

After receiving written proof of claim, we will pay all benefits then due under this certificate and we will make payment to you, unless you have assigned the benefit to someone else. Any amounts unpaid at your death may, at our option, be paid to a person who is related to you and who survives you, in the following order:



- 1. to your spouse [or domestic partner], if living; otherwise
- 2. to the covered person's children [including your domestic partner's children], in equal shares, if living; otherwise
- 3. to the covered person's parents, in equal shares, if living; otherwise
- 4. to the covered person's siblings, in equal shares, if living; otherwise
- 5. to the covered person's estate.

You may name a beneficiary by contacting us at our home office. It will not take effect unless so filed, but if so filed, will take effect on the date you signed it. This will be true whether or not the covered person is living on the date it is filed. There will be no prejudice to us on account of any payment we make prior to its receipt by us at our home office. We will be discharged to the extent of any such payment made in good faith.

#### TIME OF PAYMENT OF CLAIMS

Amounts due under the policy are payable within 15 working days upon receipt of proof of claim. With respect to amounts payable, we will send notice to the insured associate within 15 working days of receipt of due written proof of claim. If we do not pay the loss within 15 working days upon receipt, this notice will state the reasons for failing to pay the claim, either in whole or in part. It will also provide an itemization of any documents or other information needed to process the claim. When all the requested information needed to process the claim has been received, we will then have 15 working days to process and either pay the claim or deny it, in whole or in part, giving the reasons for denying such claim or any portion of it. All overdue payments will bear simple interest at the rate of 18% per year.

### **CLAIM INFORMATION (Continued)**

### **OVERPAID CLAIM**

We have the right to recover any overpayments due to:

- 1. fraud; or
- 2. any error we make in processing a claim.

You must reimburse us in full. We will work with you to develop a reasonable method of repayment if you are financially unable to repay us in a lump sum.

We will not recover more money than the amount we overpaid you.

#### **UNPAID PREMIUM**

Upon the payment of a claim under the policy, any unpaid premium may be deducted, in coordination with the plan administrator.

#### **CLAIM REVIEW**

If a claim is denied, we will give written notice of:

- 1. the reason for denial; and
- 2. the policy provision that relates to the denial; and
- 3. your right to ask for a review of your claim; and
- 4. your right to submit any additional information that might allow us to change our decision.

You may, upon written request, have any reports that are not confidential. We will make copies of those reports.

#### **APPEALS PROCEDURE**

No action at law or in equity shall be brought to recover under the policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the policy. No action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

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### **GLOSSARY**

**Active Employment** or **Actively Employed** means the associate is working for his/her employer for earnings that are paid regularly and that the associate is performing the material and substantial duties of his/her regular occupation. When used in connection with you:

- 1. you must be working at least the minimum number of hours as described under Eligible Class(es), if applicable; and
- 2. you will be deemed to be in active employment on a day which is not one of your employer's scheduled work days only if you were actively employed on the preceding scheduled work day; and
- you will be deemed to be in active employment if on a leave of absence in accordance with the personnel practices of the policyholder.

The associate's work site must be:

- 1. the employer's usual place of business; or
- 2. an alternative work site at the direction of the employer; or
- 3. a location to which the associate's job requires travel.

Normal vacation is considered active employment.

**Associate** means a person who is: (1) a citizen or resident of the United States or one of its territories; and (2) in active employment with the employer named as the policyholder or its affiliates.

**Calendar Year** means a consecutive 12 month period beginning on January 1st of each year and ending on December 31st of the same year.

Clinical and/or Laboratory Findings means the identification of illness based on history, laboratory study and symptoms.

Covered Person means any of the following:

- 1. you and any eligible dependent named on the enrollment; or
- 2. any eligible dependent added by endorsement after the effective date; or
- a newborn child.

**Critical Illness** means one of the critical illnesses described in the CRITICAL ILLNESS BENEFIT provision for which a benefit may be paid.

21

[Domestic Partner means your same-sex partner who is eligible for coverage provided that:

- 1. both you and your same-sex partner must be considered as domestic partners according to the law of your state of residence; or
- 2. if your state of residence has no domestic partnership laws, you must satisfy the definition of domestic partner as defined by the policyholder.]

**Employer** means the individual, company or corporation where the associate is in active employment, and includes any division, subsidiary, or affiliated company of the employer.

22

Family Coverage means coverage that includes you, your spouse [or domestic partner] and eligible children.

Grace Period means a period of 31 days following the premium due date during which premium payment may be made.

23

[Individual and Child(ren) Coverage means coverage that includes only you, as defined, and eligible children.]

[Individual and Spouse Coverage means coverage that includes only you, as defined, and your eligible spouse [or domestic partner].]

Individual Coverage means coverage that includes only you, as defined.

### **GLOSSARY (Continued)**

**Initial Enrollment Period** means one of the following periods during which you may first apply, in writing, for coverage under the policy:

1. a period before the policy effective date as set by us and the policyholder if you are eligible for coverage on the policy effective date; or

24

2. the period ending [31] days after the date you are first eligible to apply for coverage if you become eligible for coverage after the policy effective date.

Injury means accidental bodily injury.

**Insured Associate** means an associate who has: (1) fulfilled all eligibility requirements set forth in the policy and as determined by the plan administrator; and (2) properly completed and signed the enrollment, provided that the enrollment has been received by the plan administrator.

**Leave of Absence** means you are absent from active employment for a period of time that has been agreed to in advance in writing by your employer. Normal vacation time is not considered a leave of absence.

### Material and Substantial Duties means duties that:

- 1. are normally required for the performance of the associate's regular occupation; and
- 2. cannot be reasonably omitted or modified, except that if the associate is required to work the amount of hours as determined by the plan administrator. We will consider the associate able to perform that requirement if he/she is working or has the capacity to work the amount of hours as determined by the plan administrator.

Payable Claim means a claim for which we are liable under the terms of the policy.

25

### Physician means:

- 1. a person performing tasks that are within the limits of his or her medical license; and
- 2. a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- 3. a person who is a legally qualified medical practitioner according to the laws and regulations of the state he or she practices in.

We will not recognize you, or your [domestic partner,] spouse, children, parents, or siblings as a physician for a claim.

**Plan Administrator** means the entity as designated by the policyholder that is responsible for handling administrative duties on behalf of the policyholder.

**Policy** means the policy of insurance issued by us to the policyholder.

**Policy Date** means the effective date of the policy.

**Policyholder** means the legal entity to whom the policy is issued.

**Re-enrollment Period** means a period of time as set by the policyholder and us during which you may apply, in writing, for coverage under the policy, or change coverage under the policy if you are currently enrolled.

Sickness means an illness or disease.

**Treatment** means consultation, care or services provided by a physician, including diagnostic measures and taking prescribed drugs and medicines.

We, Us and Our mean American Heritage Life Insurance Company.

26

You and Your mean the named insured associate shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] who is a member of an eligible class as described in the policy and for whom premiums are remitted.



## **AMERICAN HERITAGE LIFE INSURANCE COMPANY**

HOME OFFICE: 1776 AMERICAN HERITAGE LIFE DRIVE JACKSONVILLE, FLORIDA 32224-6687 (904) 992-1776

A Stock Company

THIS IS A CRITICAL ILLNESS CERTIFICATE WHICH PROVIDES STATED BENEFITS ONLY FOR SPECIFIED SICKNESSES AND INJURIES OR OTHER BENEFITS THAT MAY BE ADDED. THIS CERTIFICATE DOES NOT PROVIDE BENEFITS FOR ANY OTHER CONDITIONS.

### AMERICAN HERITAGE LIFE INSURANCE COMPANY

Jacksonville, Florida
(the "Company")

### Certificate Rider

To Be Attached to and Made a Part of Your Certificate Under Group Policy No. DEPOT issued to

Home Depot U.S.A., Inc. (the "Policyholder")

THIS CERTIFIES that, effective January 1, 2011, the Group Policy has been amended requiring the following changes in your Arkansas certificate as follows:

I. The ELIGIBILITY OF DEPENDENTS provision in the GENERAL PROVISIONS section is deleted and replaced with the following:

### **ELIGIBILITY OF DEPENDENTS**

Eligible dependents are:

- 1. your legal spouse [or domestic partner]; and
- 2. your children [and your domestic partner's children].

An eligible child is a person under age [26] who is:

- 1. a natural or adopted son or daughter, stepson or stepdaughter of you [or your domestic partner]; or
- 2. a foster child who is placed with you [or your domestic partner] by an authorized placement agency or by judgment, decree or other order of any court of competent jurisdiction.

Your domestic partner must meet the eligibility requirements for your domestic partner's children to be eligible; however, your domestic partner does not have to be a covered person in order for his or her children to be covered.

[Your dependents cannot be covered as both a dependent and as an associate with their own coverage under the policy. If your dependent is or becomes covered as an associate with their own coverage, we will terminate their coverage as a dependent and refund any premium that may have been paid for the dependent coverage for the period of time that they were covered as a dependent while having their own coverage.]

After the effective date, any person (except newborns and adopted children) who becomes an eligible dependent can be added to the certificate if the plan administrator is notified within 30 days after they become eligible.

If you have Individual Coverage [or Individual and Child(ren) Coverage], then marry and desire coverage for your spouse, the plan administrator must be notified within 30 days of the marriage. Your coverage will change to [Individual and Spouse Coverage] [or] [Family Coverage] and you will be provided notification of the additional premium due.

GCI2HDAR Page 1 of 3

[If you have Individual Coverage [or Individual and Child(ren) Coverage], then establish a domestic partnership and desire coverage for your domestic partner, the plan administrator must be notified within 30 days of the date the domestic partnership was formed. Your coverage will change to [Individual and Spouse Coverage] [or] [Family Coverage] and you will be provided notification of the additional premium due.]

A child born to you or your spouse [or domestic partner], while [Individual and Child(ren) Coverage] [or] [Family Coverage] is in force, will be eligible for coverage. This coverage begins at the moment of birth of such child and benefits will be the same as provided for any other child insured under the certificate. No additional premium will be required for newborns added if [Individual and Child(ren) Coverage] [or] [Family] Coverage is in force at the time the newborn is added.

If you have Individual Coverage [or Individual and Spouse Coverage][or Individual and Dependent Coverage], coverage for an adopted child for whom you have filed a petition to adopt will be effective from the date of the filing of a petition for adoption if you apply for coverage within 60 days after the filing of the petition for adoption.

If you have Individual Coverage [or Individual and Spouse Coverage] [or Individual and Dependent Coverage], newborn children are automatically covered from the moment of birth for a period of [30][90] days. If you desire uninterrupted coverage for a newborn child, you must notify the plan administrator within [30][90] days of that child's birth [or before the next premium due date, whichever is later]. Upon notification, your Individual Coverage [or Individual and Spouse Coverage] will be converted to [Individual and Child(ren) Coverage] [or] [Family Coverage] and you will be provided notification of the additional premium due. If you do not notify the plan administrator within [30][90] days of the birth of the child, the temporary automatic coverage ends.

An adopted child or child pending adoption is eligible from the moment of birth if, within [30][60] days after the date of birth, either:

- 1. the decree of adoption is entered; or
- 2. the adoption proceedings are instituted and you [or your domestic partner] had temporary custody.
- II. The TERMINATION OF COVERAGE provision in the CLAIM INFORMATION section is deleted and replaced with the following:

### TERMINATION OF COVERAGE

Your coverage under the policy ends, subject to the CONTINUATION OF INSURANCE (COBRA) or PORTABILITY PRIVILEGE provisions of this certificate, on the earliest of:

- 1. the date the policy is terminated in accordance with the TERMINATION OF THE POLICY provision in the policy; or
- 2. the last day of the period for which you made any required premium payments; or
- 3. the last day you are in active employment, except as provided under the LEAVE OF ABSENCE provision; or
- 4. the date you are no longer in an eligible class; or
- 5. the date your class is no longer eligible; or

GCI2HDAR Page 2 of 3

- 6. the date you have received the maximum basic benefit amount payable, subject to the BASIC BENEFIT AMOUNT LIMITATION provision; or
- 7. upon our discovery of fraud or material misrepresentation in the presentation of a claim under this certificate; or
- 8. the date you request to discontinue coverage in writing.

We will provide benefits for a payable claim that occurs while a covered person is covered under the policy.

If no premiums are received within [60] days of the effective date of the certificate, the coverage will be void as of the certificate effective date.

If your spouse is a covered person, your spouse's coverage ends upon valid decree of divorce or your death.

[If your domestic partner is a covered person, the domestic partner's coverage ends upon termination of the domestic partnership or your death.]

Coverage for a dependent child ends at the end of the calendar year in which the dependent child is no longer eligible. This is the earlier of when the child: (a) reaches age [26]; or (b) otherwise does not meet the requirements of an eligible dependent. Coverage does not terminate for a dependent child who:

- 1. is incapable of self-sustaining employment by reason of mental or physical incapacity; and
- 2. became so incapacitated prior to the attainment of the limiting age of eligibility under the policy; and
- 3. is chiefly dependent upon you for support and maintenance.

The child's coverage continues as long as the insured's coverage remains in force and the dependent remains in such condition. Inquiry of the handicap and dependency of the child will be our responsibility.

If we accept a premium for coverage extending beyond the date, age or event specified for termination as to a covered person, such premium will be refunded, coverage will terminate and claims incurred after termination will not be paid. There may be no refund due if you have Individual and Children Coverage or Family Coverage and there are other eligible dependents insured under the policy.

Coverage may be eligible for continuation as outlined in the CONTINUATION OF INSURANCE (COBRA) provision or the PORTABILITY PRIVILEGE provision.

AMERICAN HERITAGE LIFE INSURANCE COMPANY

President

Ravid a. Bow

GCI2HDAR Page 3 of 3

Company Tracking Number: AHLIC HD CRITICAL ILLNESS

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: AHLIC HD Critical Illness

Project Name/Number: AHLIC HD Critical Illness/AHLIC HD Critical Illness

## **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification Approved-Closed 06/08/2011

Comments: Attachment:

AR GCICHD Readablity Certification.pdf

Item Status: Status

Date:

Bypassed - Item: Application Approved-Closed 06/08/2011

**Bypass Reason:** no application is used for this coverage.

Comments:

Item Status: Status

Date:

Satisfied - Item: AHLIC Authorization Letter Approved-Closed 06/08/2011

Comments: Attachment:

All Forms Authorization Letter.pdf

Item Status: Status

Date:

Satisfied - Item: AHL Variables Approved-Closed 06/08/2011

Comments: Attachment:

GCIPHD Variables.pdf

Item Status: Status

Date:

Satisfied - Item: GA Approval Approved-Closed 06/08/2011

Comments:

SERFF Tracking Number: CMPL-127192708 State: Arkansas

Filing Company: American Heritage Life Insurance Company State Tracking Number: 48957

Company Tracking Number: AHLIC HD CRITICAL ILLNESS

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: AHLIC HD Critical Illness

Project Name/Number: AHLIC HD Critical Illness/AHLIC HD Critical Illness

Attachment:

GA Home Depot Approved Filing 10 13 10.pdf

Item Status: Status

Date:

Satisfied - Item: AR Certification of Compliance Approved-Closed 06/08/2011

Comments:

Attachment:

AR\_AR Certif of Compliance with Rule 19.pdf

### **AMERICAN HERITAGE LIFE INSURANCE COMPANY**

Jacksonville, Florida 32224-6687

To the Policy Review Section, Arkansas Department of Insurance.

I certify that I have carefully reviewed the form(s) listed below and to the best of my knowledge and ability, find that the form(s) meet the minimum reading ease score on the test used.

<u>Form</u>	Score
GCICHD	42.5
GCI2HDAR	45.0

Date: May 11, 2011 \_\_\_\_\_\_ Diane D. Jerna

Diane D. Ierna

Assistant Vice-President Compliance Department



Diane D. Ierna, FLMI, AIRC Assistant Vice President, Compliance Department

May 2, 2011

NAIC Company Code: 60534

Re: See Attached Forms Listing

Please accept this letter as authorization from American Heritage Life Insurance Company for Compliance Research Services, LLC to file any or all policy forms as referenced on the attached form listing on behalf of American Heritage Life Insurance Company.

Sincerely,

Diane D. Ierna

Diane D. Jerna

# **American Heritage Life Insurance Company (AHL)**

# **Variables for Group Voluntary Critical Illness Policy Form (GCIPHD)**

This group policy will be available to issue to the employer group, Home Depot U.S.A., Inc.. The following explain the variables included in the policy. The numbers correspond to the number within the boxes in the left margin of the text.

- 1. The logo of the company will be on all policies and will be the current logo of AHL.
- 2. The signature of the Secretary and President will be on all policies issued and will be that of the current Secretary and President of AHL.
- 3. If variable material in the policy is deleted when issued, the pages may be renumbered and the table of contents updated with the revised page numbers.
- 4. The complete legal name of the policyholder will be inserted. A unique alphanumeric number will be assigned to the group policy. The effective date requested by the policyholder, and agreed to by AHL, will be inserted. The policy anniversary date will be one year from the policy effective date.
- 5. The classes of employees who are eligible will be accurately described here. The number of hours may vary, and other categories of employees may be included.
- 6. The eligibility waiting period requested by the policyholder will be described here. The eligibility waiting period may vary by classes of employees, or the policyholder may choose to permit their employees to enroll immediately without having to complete an eligibility waiting period.
- 7. The Basic Benefit Amount will be described here. The Policyholder can choose a basic benefit amount from \$1,000 to \$50,000 ranging in \$1,000 increments. The maximum benefit amount an insured person can collect during the lifetime of their coverage will never exceed \$250,000.
- 8. The Initial Rate is per covered employee for Individual Coverage, Individual and Spouse Coverage, Individual and Child(ren) Coverage or Family Coverage. If the policyholder chooses, rates may be on a 2-tier basis (Individual Coverage or Family Coverage). If sold as 2-tiers, the other coverage types may be deleted when the policy is issued. Rates may vary according to the currently approved rates for this product.
- 9. AHL may guarantee the initial rate for a period no less than 12 months from the policy effective date, but the period can be longer subject to participation requirements agreed to by the policyholder.
- 10. The premium may be paid annually, semi-annually, quarterly, monthly, semi-monthly, bi-weekly or weekly. The first premium due date is the effective date of the policy.
- 11. Only one of these statements will be shown here, to indicate whether or not the employer shares in the cost of coverage under this policy.
- 12. Any of the policyholder's divisions, subsidiaries or affiliated companies whose employees are to be eliqible for coverage under this policy will be named here.
- 13. The percent of change in item 2 will be the percentage taken into consideration when underwriting the group and determining the initial rate.
- 14. In item 2, the number of associates required to meet participation may be changed to any reasonable amounts taken into consideration when underwriting the group. The time period for notification of a breach in the policyholder's material obligations may be 30 days or more.

The time period for termination of the policy may be 31 days or more.

15. If the policyholder does not want to offer dependent coverage to their employees, the bracketed text will be deleted when the policy is issued.

# American Heritage Life Insurance Company (AHL) Variables for Group Voluntary Critical Illness Certificate of Insurance Form (GCICHD)

The following explain the variables included in the certificate. The numbers correspond to the number within the boxes in the left margin of the text.

- 1. The logo of the company will be on all certificates and will be the current logo of AHL.
- 2. Depending on how the certificate is delivered to the insured employee, their benefit amounts may be listed on a Certificate Specifications page (page 3) or a benefit statement.
- 3. The signature of the Secretary and President will be on all certificates issued and will be that of the current Secretary and President of AHL.
- 4. If variable material in the certificate is deleted when issued, the pages may be renumbered and the table of contents updated with the revised page numbers.
- 5. Depending on how the certificate is delivered to the insured associate, their benefit amounts may be listed on a Certificate Specifications page or a benefit statement.
- 6. The Certificate Specifications page will be customized for each insured employee to show their benefit amounts and coverage tier.
- 7. Depending on how the certificate is delivered to the insured employee, their benefit amounts may be listed on a Certificate Specifications page or a benefit statement.
- 8. The time to enroll, change or terminate coverage will be determined by the policyholder.
- 9. The limiting age for children may be changed to comply with state laws or to match a policyholder's other plans. The age will never be lower than required by state law. The limiting age will be reflected throughout the certificate.
  - Reference to double coverage for dependents may be deleted, as agreed to by AHL and the policyholder.
  - Reference to domestic partners and children of a domestic partner will be deleted if the policyholder chooses not to offer coverage to domestic partners.
  - Coverage can be sold in either 2 or 4 tiers of rates. If the coverage is sold with 2 tiers, "Individual and Spouse Coverage" and "Individual and Child(ren) Coverage" will be removed from the certificate when it is issued.
- 10. Coverage may be voided if initial premiums are not received within 60 days of the effective date, but may be more as agreed to by AHL and the policyholder.
  - Reference to domestic partners and children of a domestic partner will be deleted if the policyholder chooses not to offer coverage to domestic partners.
- 11. Discretionary Authority may be removed if not allowed by state in which the policy is delivered.
- 12. The COBRA provision may be deleted if the group the coverage is issued to is not subject to COBRA.
- 13. The entire Portability provision may be deleted if we and the policyholder agree not to include it in their policy.

- 14. Depending on how the certificate is delivered to the insured employee, their benefit amounts may be listed on a Certificate Specifications page or a benefit statement.
  - The Percentage of the Basic Benefit Amount paid for each named critical illness can vary from 25% to 100%.
- 15. The time frame for the days of disability required may be revised as determined by the policyholder.
- 16. The benefit amount for the Transportation Benefit is bracketed to allow for changes to the benefit amount, as requested by the policyholder. The maximum amount is bracketed to allow for changes to the benefit amount as requested by the policyholder.
- 17. The benefit amount for the Lodging Benefit is bracketed to allow for changes to the benefit amount, as requested by the policyholder.
- 18. The benefit amount for the Wellness Benefit is bracketed to allow for changes to the benefit amount, as requested by the policyholder.
- 19. The address for submitting claims will be the current address of AHL.
- 20. Reference to domestic partners and children of a domestic partner will be deleted if the policyholder chooses not to offer coverage to domestic partners.
- 21. The "Domestic Partner" definition will be deleted if the policyholder does not want to offer coverage for such dependents.
- 22. Domestic Partner language will be deleted if the policyholder does not want to offer coverage for such dependents.
- 23. Coverage can be sold in either 2 or 4 tiers of rates. If the coverage is sold with 2 tiers, the "Individual and Spouse Coverage" and "Individual and Child(ren) Coverage" definitions will be removed from the certificate when it is issued.
- 24. The number of days listed for this definition will never be less than 31, but may be more if agreed to by us and the policyholder.
- 25. If domestic partner language is not included in the certificate, reference to such will be deleted from this definition.
- 26. Depending on how the certificate is delivered to the insured employee, their benefit amounts may be listed on a Certificate Specifications page or a benefit statement.

State Tracking Number: APPROVED WITH CERTIFICATION Filing Company: American Heritage Life Insurance Company

Company Tracking Number: **GCIPHD** 

TOI: H07G Group Health - Specified Disease -Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Critical Illness

Project Name/Number:

# Filing at a Glance

Company: American Heritage Life Insurance Company

**Product Name: Group Critical Illness** SERFF Tr Num: ALST-126813530 State: Georgia

TOI: H07G Group Health - Specified Disease - SERFF Status: Closed-Approved State Tr Num: APPROVED WITH

Limited Benefit **CERTIFICATION** 

Sub-TOI: H07G.001 Critical Illness Co Tr Num: GCIPHD State Status: (08) Closed -

Approved With Review

Disposition Date: 10/13/2010

Filing Type: Form/Rate Co Status: Complete Reviewer(s): Tom Carswell

Authors: Jennifer Aiello, Lynn

Bautista

Date Submitted: 09/30/2010 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

# **General Information**

**Project Name:** Status of Filing in Domicile: Not Filed

**Project Number:** Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Case-specific filing

only

Explanation for Combination/Other: Market Type: Group Submission Type: New Submission Group Market Size: Large Group Market Type: Employer

Overall Rate Impact:

Filing Status Changed: 10/13/2010 Explanation for Other Group Market Type:

Company Status Changed: 09/30/2010 State Status Changed: 10/13/2010

Deemer Date: Created By: Jennifer Aiello

Submitted By: Jennifer Aiello Corresponding Filing Tracking Number:

Filing Description:

RE: Group Critical Illness Policy GCIPHD, et al.

NAIC Number: 60534 FEIN Number: 59-0781901

The above referenced forms are being submitted for your review and approval. These forms are new and do not replace any forms previously approved by your department. These forms are being submitted as a single case filing to provide group voluntary coverage as requested by Home Depot U.S.A., Inc. (Home Depot) for their employees

Filing Company: American Heritage Life Insurance Company State Tracking Number: APPROVED WITH CERTIFICATION

Company Tracking Number: GCIPHD

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Critical Illness

Project Name/Number:

beginning January 1, 2011. Home Depot's 2010 open enrollment for their 2011 benefits will begin at the end of October of this year. The benefits and many of the administrative provisions have been designed and worded specifically at the request of the policyholder, Home Depot.

As this product has been previously discussed with Tom Carswell of your department, at his request, please forward to him for review. Due to the short timeframe before Home Depot's open enrollment, we are requesting an expedited review for this product. This product takes precedence over any other filings our company may have pending with your department.

As this is a single case filing for an employer incorporated in Georgia, these forms have not been submitted to our domicile state of Florida.

The forms included in this filing are policy form GCIPHD, certificate form GCICHD, policy amendment G-AMD and employer application GCIAPP. Forms G-AMD and GCIAPP have already been filed under another filing, SERFF Tracking # ALST-126795979 (still pending review); however, we would like to use these forms with this product as well.

There is an innovative benefit included in this coverage, specifically requested by Home Depot. The Specified Disease Critical Illness Benefit is intended to cover miscellaneous specified diseases at 25% of the Basic Benefit Amount selected by the insured. Based on previous filings we have submitted to you, we understand that Amyotrophic Lateral Sclerosis (ALS) and Multiple Sclerosis are acceptable diseases to be covered under a critical illness policy. We respectfully request a review of the other included diseases as they have been specifically requested by the policyholder.

This coverage also includes a Waiver of Premium provision, which allows the premiums to be waived if the primary insured is disabled for any reason for at least 180 days. With the unique feature of allowing any disability, not just those caused by a covered critical illness, we have included language that the insured must provide sufficient proof of disability to the plan administrator and that the plan administrator must submit such proof to us.

Material may vary, but will always be in accordance with your state laws. Since these forms will be used to issue a Group Critical Illness Insurance policy to Home Depot U.S.A., Inc., the bracketing on these forms will allow us the ability to customize the form for this group. A Statement of Variability is enclosed, which outlines the variables for the submitted forms. Any logo, officer signature, or Home Office address and telephone number that appears on these forms is subject to change.

The enrollment may be taken through electronic enrollment procedures using the employer's benefit enrollment site using secure, valid electronic signature methodology.

Filing Company: American Heritage Life Insurance Company State Tracking Number: APPROVED WITH CERTIFICATION

Company Tracking Number: GCIPHD

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Critical Illness

Project Name/Number:

If you have any questions regarding this filing, feel free to contact Diane Ierna at dierna@allstate.com, or (904) 992-2711. Thank you for your consideration of our filing.

# **Company and Contact**

#### **Filing Contact Information**

Jennifer Aiello, Filing Analyst jhop4@allstate.com
Attn: Legal/Compliance 904-992-2541 [Phone]
1776 American Heritage Life Drive 904-992-2975 [FAX]

Jacksonville, FL 32224-9983

**Filing Company Information** 

American Heritage Life Insurance Company CoCode: 60534 State of Domicile: Florida

ATTN: Legal/Compliance Group Code: 8 Company Type: Life and Health

1776 American Heritage Life Drive Group Name: Allstate State ID Number:

Jacksonville, FL 32224-9983 FEIN Number: 59-0781901

(904) 992-1776 ext. [Phone]

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$175.00
Retaliatory? No

Fee Explanation: \$25 per form X 4 forms = \$100

\$75 per rate X 1 rate = \$75

Total = \$175

Per Company: Yes

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

American Heritage Life Insurance Company \$175.00 09/30/2010 40046542

Filing Company: American Heritage Life Insurance Company State Tracking Number: APPROVED WITH CERTIFICATION

Company Tracking Number: **GCIPHD** 

TOI: H07G Group Health - Specified Disease -Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Critical Illness

Project Name/Number:

# **Correspondence Summary**

# **Dispositions**

**Status Created By Created On Date Submitted** 

10/13/2010 10/13/2010 Approved Tom Carswell

**Amendments** 

**Schedule Schedule Item Name Created By Created On Date Submitted** Certificate of Insurance Form Jennifer Aiello 10/08/2010 10/08/2010 Actuarial Memorandum Supporting Jennifer Aiello 10/08/2010 10/08/2010 Document **Filing Notes** 

Subject **Note Type Created By** Created **Date Submitted** On Response to your note Note To Reviewer Jennifer Aiello 10/01/2010 10/01/2010 schedule of benefits. As we discussed? Note To Filer Tom Carswell 09/30/2010 09/30/2010

Or different?

Filing Company: American Heritage Life Insurance Company State Tracking Number: APPROVED WITH CERTIFICATION

Company Tracking Number: GCIPHD

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Critical Illness

Project Name/Number:

# **Disposition**

Disposition Date: 10/13/2010

Implementation Date: Status: Approved

Comment: We are approving this special group customer Critical Illness product for exclusive use in contract between AHL and Home Depot. The product contains some named benefits that go beyond the scope of what Georgia would approve as normal Critical Illness Benefits, but we are working with AHL to help them satisfy specific benefit design requests of this insured client.

OCI approval of this filing is based in part on the fact that the company has given us a letter from Ms. Diane Ierna, Assistant Vice President, dated October 12, 2010 which expresses the company's agreement and intent not to use these forms designed for this client with other clients, nor to encourage AHL agents to promote or offer this plan design to the general market. The company further agrees to seek the approval of OCI for any future expansion of Critical Illness benefits beyond the scope of general OCI design limits.

Tom Carswell

October 13, 2010

Rate data does NOT apply to filing.

Filing Company: American Heritage Life Insurance Company State Tracking Number: APPROVED WITH CERTIFICATION

Company Tracking Number: GCIPHD

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Critical Illness

Project Name/Number:

Schedule	Schedule Item	Schedule Item Status Public Access
Supporting Document (revised)	Actuarial Memorandum	Yes
Supporting Document	Actuarial Memorandum	Yes
Supporting Document	Third Party Authorization	Yes
Supporting Document	Readability Certification	Yes
Supporting Document	Statement of Variability	Yes
Supporting Document	Filing Fee Form	Yes
Form	Group Critical Illness Insurance Policy	Yes
Form (revised)	Certificate of Insurance	Yes
Form	Certificate of Insurance	Yes
Form	Policy Amendment	Yes
Form	Employer Application	Yes

Filing Company: American Heritage Life Insurance Company State Tracking Number: APPROVED WITH CERTIFICATION

Company Tracking Number: GCIPHD

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Critical Illness

Project Name/Number: /

#### **Amendment Letter**

Submitted Date: 10/08/2010

**Comments:** 

Tom

Thank you for discussing this project with us during our phone conversation today. Below is a summary of the outcome of this meeting:

- 1. We have removed encephalitis, malaria and rabies from the list of specified diseases. This affects the certificate, GCICHD, and the actuarial memorandum.
- 2. In your conversation with me earlier this week, you had expressed concerns regarding the bracketing on the Policy Specifications page, stating that you wanted the form to be expressly for Home Depot. We would like to confirm that even though the name is bracketed on the Policy Specs page, this product is to be exclusively used by Home Depot. The bracketing is only to allow changes if they change the legal name of their corporation.

We hope that with these changes you will find our filing acceptable for approval. If you should have any additional questions or concerns, please feel free to contact me. Thank you for your assistance and willingness to review this promptly.

Sincerely,

Diane Ierna

**Changed Items:** 

Form Schedule Item Changes:

Form Schedule Item Changes:

Form	Form	Form	Action	Form	Previous	Replaced	Readability	Attachments
Number	Type	Name		Action	Filing #	Form #	Score	
				Other				
GCICHD	Certificate	Certificate of	Initial				51.200	GCICHD
		Insurance						Certificate.pdf

**Supporting Document Schedule Item Changes:** 

Satisfied -Name: Actuarial Memorandum

Filing Company: American Heritage Life Insurance Company State Tracking Number: APPROVED WITH CERTIFICATION

Company Tracking Number: GCIPHD

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Critical Illness

Project Name/Number:

Comment:

Actuarial Memorandum.pdf

Filing Company: American Heritage Life Insurance Company State Tracking Number: APPROVED WITH CERTIFICATION

Company Tracking Number: GCIPHD

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Critical Illness

Project Name/Number: /

**Note To Reviewer** 

Created By:

Jennifer Aiello on 10/01/2010 01:51 PM

Last Edited By:

Tom Carswell

**Submitted On:** 

10/13/2010 08:46 AM

Subject:

Response to your note

**Comments:** 

Tom,

We have contacted Home Depot to determine the best way to respond. We understand your concerns, and we had expressed them to Home Depot as well; however, they wanted us to proceed with the filing to include those benefits. Once we have discussed the situation with them, we will respond to your questions and/or possibly amend the filing. Thank you so much for your promptness in reviewing this filing!

Sincerely,

Diane Ierna and Jennifer Aiello

Filing Company: American Heritage Life Insurance Company State Tracking Number: APPROVED WITH CERTIFICATION

Company Tracking Number: GCIPHD

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Critical Illness

Project Name/Number:

**Note To Filer** 

#### Created By:

Tom Carswell on 09/30/2010 02:40 PM

Last Edited By: Tom Carswell

**Submitted On:** 

10/13/2010 08:46 AM

#### Subject:

schedule of benefits. As we discussed? Or different?

#### Comments:

I see a few things that seemed to depart from my recollection of our phone conference.

Some of the more esoteric and unusual illnesses that I thought we agreed weren't considered "critical" by the company, or by this Office, but which the customer requested. Can you please review your conference notes and respond.

I'd like to help you get this product approved, and meet a customer's requested benefits, but I don't want to exponentially prolifeate the schedules of Critical Illness benefits this Office has agreed upon, and particularly when a company "pushes" those, rather than being "pulled" into a set of benefits for a specific, limited customer, as in this case.

Please respond.

Tom Carswell

Filing Company: American Heritage Life Insurance Company State Tracking Number: APPROVED WITH CERTIFICATION

Company Tracking Number: GCIPHD

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Critical Illness

Project Name/Number: /

# Form Schedule

**Lead Form Number: GCIPHD** 

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GCIPHD	Policy/Cont Group Critical Illnes ract/Fratern Insurance Policy al Certificate	ss Initial		55.700	GCIPHD.pdf
	GCICHD	Certificate Certificate of Insurance	Initial		51.200	GCICHD Certificate.pdf
	G-AMD	Policy/Cont Policy Amendment ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			G-AMD with variables.pdf
	GCIAPP	Application/Employer Application Enrollment Form	on Initial			GCIAPP Employer Application.pd

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# AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE: [1776 AMERICAN HERITAGE LIFE DRIVE JACKSONVILLE, FLORIDA 32224-6687] (904) 992-1776

A Stock Company

# GROUP CRITICAL ILLNESS INSURANCE POLICY NON-PARTICIPATING

American Heritage Life Insurance Company (referred to as we, us, or our) will provide benefits under this policy. We make this promise subject to all of the provisions of this policy.

The policyholder should read this group policy carefully and contact us promptly with any questions. This group policy is delivered in and is governed by the laws of the governing jurisdiction and, to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA), and consists of:

- 1. all policy provisions and any amendments and/or attachments issued; and
- 2. the policyholders' signed application.

This policy may be changed in whole or in part. The approval must be in writing, signed by one of our executive officers and endorsed on or attached to this policy. No other person, including an agent, may change this policy or waive any part of it.

Signed for American Heritage Life Insurance Company at its Home Office in Jacksonville, Florida on the policy effective date.

2

> 5 New .

Secretary

President

[Kind a. Boss

THIS IS A CRITICAL ILLNESS POLICY WHICH PROVIDES STATED BENEFITS FOR SPECIFIED SICKNESSES AND INJURIES OR OTHER BENEFITS THAT MAY BE ADDED. THIS POLICY DOES NOT PROVIDE BENEFITS FOR ANY OTHER CONDITIONS.

CRITICAL ILLNESS COVERAGE IS CONSIDERED A LIMITED BENEFIT TYPE OF COVERAGE AND IS MEANT TO SUPPLEMENT, NOT BE A SUBSTITUTE OR REPLACEMENT FOR MAJOR MEDICAL INSURANCE.

THIS POLICY DOES NOT PAY FOR HOSPITAL CONFINEMENT DUE TO MENTAL ILLNESS.

# **TABLE OF CONTENTS**

Г	
ı	2
ı	. 1

POLICY SPECIFICATIONS	. 3
POLICYHOLDER PROVISIONS[4	-5]
CERTIFICATE PROVISIONS MADE PART OF GROUP POLICY	[5]

#### **POLICY SPECIFICATIONS**

4 POLICYHOLDER: [HOME DEPOT U.S.A., INC.]

POLICY NUMBER: [GROUP106]

POLICY EFFECTIVE DATE: [JANUARY 1, 2011]

POLICY ANNIVERSARY DATE: [January 1, 2012] and the [first] day of [January] each calendar year thereafter.

GOVERNING JURISDICTION: the state of Georgia and subject to the laws of that jurisdiction.

#### 5 ELIGIBLE CLASS(ES):

[All full-time hourly associates working at least [30] hours per week]

[All full-time salaried associates]

[All part-time hourly associates working less than [30] hours per week]

**ELIGIBILITY WAITING PERIOD** (the continuous period of time that the associate must be in active employment in an eligible class before eligible for coverage):

[Full-time and part-time hourly associates: [90 days]

Full-time salaried associates: [none]

Full-time and part-time hourly associates residing in Hawaii: [28 days]]

#### 7 BASIC BENEFIT AMOUNT:

The insured associate has the choice of [\$5,000, \$10,000, \$20,000 or \$30,000].

The covered spouse and/or child(ren) receive [100% of the basic benefit amount chosen by the insured associate].

The maximum basic benefit amount payable for all critical illnesses is the lesser of 4 times the basic benefit amount or \$250,000 for each covered person.

#### 8 INITIAL RATE:

The following are the initial rates for all available coverage types:

[Monthly rate of [\$XX.XX] per insured associate - for Individual Coverage; or

[\$XX.XX] per insured associate for Individual and Spouse Coverage; or

[\$XX.XX] per insured associate for Individual and Child(ren) Coverage; or

[\$XX.XX] per insured associate for Family Coverage]

#### 9 **RATE GUARANTEE DATE:**

[01/01/2016]

10

12

#### **PREMIUM DUE:**

[01/01/2011] and the [last day] of each [calendar month] thereafter.

The policyholder must send all premiums on or before the premium due date to us. The premium must be paid in United States dollars.

# 11 COST OF COVERAGE:

[The policyholder pays the cost of the insured associate coverage.]

[The insured associate pays the cost of the insured associate coverage.]

The insured associate pays the cost of the dependent's coverage.

[The insured associate and the policyholder share the cost of coverage.]

#### **DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES:**

These are the policyholder's divisions, subsidiaries, or affiliates listed below. The policyholder may act for and on behalf of any and all of these in all matters that pertain to this policy. Every act done by, agreement made with, or notice given to the policyholder will be binding on them.

NAME LOCATION (CITY AND STATE)

[NONE]

# POLICYHOLDER PROVISIONS

# 13

#### **RATE GUARANTEE**

A change in premium rate will not take effect before the Rate Guarantee Date shown on page 3 except for the following reasons:

- 1. a material change occurs in this plan design (including any material change in the eligibility rules) that is requested by the policyholder; or
- 2. the number of insured eligible associates decreases by [50%] or more due to corporate restructuring; or
- 3. a new law or a change in any existing law is enacted which applies to this policy that would materially change the cost of the policy.

We will notify the policyholder in writing at least 270 days before a premium rate is changed. A change may take effect on an earlier date when both we and the policyholder agree in writing. The changed premium rate will then remain in effect until the Rate Guarantee Date shown on page 3, except for the above reasons.

#### PREMIUM INCREASES OR DECREASES

Premium increases or decreases may take effect any time subject to the Rate Guarantee provision. If they take effect during a policy month, they are adjusted and due on the next premium due date following the change. Changes will not be pro-rated daily.

If premiums are paid on other than a monthly basis, premiums for increases and decreases will result in a monthly prorated adjustment on the next premium due date.

#### INFORMATION REQUIRED FROM THE POLICYHOLDER

The policyholder must provide us with the following on a regular basis:

- 1. information about associates:
  - a. who are eligible to become insured; and
  - b. whose coverage changes; and
  - c. whose coverage ends; and
- 2. any information that may be required to manage a claim; and
- 3. any other information that may be reasonably required.

Policyholder records that have a bearing, in our opinion, on this policy will be available for review by us at any reasonable time, excluding records of the medical, dental and visions plans sponsored by the policyholder.

#### **CLERICAL ERROR**

Clerical error on the part of the policyholder or us will not invalidate insurance otherwise in force nor continue insurance otherwise terminated. Upon discovery of any error, an adjustment will be made in the premiums and/or benefits available. Complete proof must be supplied by the policyholder documenting any clerical errors.

GCIPHD Page [4]

# POLICYHOLDER PROVISIONS (Continued)

#### TERMINATION OF THE POLICY

This policy can be canceled by us or by the policyholder, as described below.

We may terminate or offer to modify this policy after the Rate Guarantee Date, with at least 270 days written notice to the policyholder, if:

- 1. the policyholder fails to perform any of its material obligations that relate to this policy; or
- 2. fewer than [50 associates] are insured.

Before we give the policyholder 270 days written notice of our intent to terminate or modify this policy, with regards to the policyholder's failure to perform any of its material obligations that relate to this policy, we must first give the policyholder [30 days] written notice of the breach and the opportunity to cure the breach during that [30 day] period. Only after giving such notice may we provide the policyholder with the 270 days written notice of our intent to terminate or modify this policy.

The policyholder must pay us all premiums due for the full period this policy is in force. If the premium is not paid before the grace period ends, we may terminate this policy with at least [30 days] written notice to the policyholder. If the policyholder pays all past due premiums before the conclusion of the [30 day] notice period, the policy will not terminate.

The policyholder may terminate this policy by written notice delivered to us at least [31 days] prior to the termination date. When both the policyholder and we agree, this policy can be terminated on an earlier date. If terminated, coverage will end at 12:00 midnight on the last day of coverage.

If this policy is terminated, the termination will not affect a payable claim incurred prior to termination.

#### **ENTIRE CONTRACT**

The contract consists of the following items:

- 1. the group policy; and
- 2. any amendments and endorsements; and
- 3. the applications of the policyholder; and
- 4. any individual enrollments of the insured associate.

Any statements made by the policyholder or by a covered person, in the absence of fraud, are representations and not warranties. Only written statements signed by the policyholder or a covered person will be used in defense of a claim. A copy of any written statement, if applicable, will be furnished to the policyholder or the covered person or his or her personal representative, if any, if such written statement will be used in defense of a claim.

# **CERTIFICATES OF INSURANCE**

We will furnish to the policyholder a certificate of insurance for delivery to each insured associate. The certificate will provide a description of the insurance provided by this policy and will state:

- 1. the essential features of the insurance coverage; and
- 2. to whom benefits are payable.

15

If there is any discrepancy between the provisions of any certificate and the provisions of this policy, the provisions of this policy govern.

# CERTIFICATE PROVISIONS MADE PART OF THIS GROUP POLICY

The remainder of this group policy consists of the provisions that will appear in the group certificate, including any optional riders or endorsements or amendments. The group certificate describes the insurance made available under this group policy to insured associates [and their dependents, if applicable].

GCIPHD Page [5]



# AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE: [1776 AMERICAN HERITAGE LIFE DRIVE JACKSONVILLE, FLORIDA 32224-6687] (904) 992-1776

A Stock Company

THIS IS A CRITICAL ILLNESS POLICY WHICH PROVIDES STATED BENEFITS FOR SPECIFIED SICKNESSES AND INJURIES OR OTHER BENEFITS THAT MAY BE ADDED. THIS POLICY DOES NOT PROVIDE BENEFITS FOR ANY OTHER CONDITIONS.



# AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE: 1776 AMERICAN HERITAGE LIFE DRIVE JACKSONVILLE, FLORIDA 32224-6687 (904) 992-1776

Workplace Division

**A Stock Company** 

#### **CERTIFICATE OF INSURANCE**

This certificate of insurance ("certificate") describes your insurance coverage under the policy.

In this certificate, the words:

I "You" and "your" mean the named insured associate shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] who is a member of an eligible class as described in the policy and for whom premiums are remitted.

"We", "us" and "our" mean American Heritage Life Insurance Company.

"This policy" and "the policy" mean the policy of insurance issued by us to the policyholder.

The policy alone makes up the agreement under which insurance coverage is provided and benefits are determined. If the terms of your certificate and the policy differ, the policy will govern. The policy may be inspected at the office of the policyholder during normal business hours.

Coverage under the policy is issued in consideration of your enrollment and the payment of the first premium.

We certify that coverage under the policy is in effect for persons who have satisfied all eligibility requirements and for whom the required premium has been paid when due.

The policy is delivered in and is governed by the laws of the governing jurisdiction and, to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

The policy and this certificate may be changed in whole or in part or cancelled by agreement between us and the policyholder. Such an action may be taken without the consent or notice to you or anyone covered under the policy. Only an authorized officer at our home office can approve a change. The approval must be in writing and endorsed on or attached to the policy. No other person, including an agent, may change the policy or certificate or waive any of its provisions. Premiums are subject to periodic changes.

This certificate supersedes and replaces any certificate previously issued to you under the policy.

3

2

Secretary

President

[Kivid a. Bis

THIS IS A CRITICAL ILLNESS CERTIFICATE WHICH PROVIDES STATED BENEFITS
ONLY FOR SPECIFIED SICKNESSES AND INJURIES OR OTHER BENEFITS THAT MAY BE ADDED.
THIS CERTIFICATE DOES NOT PROVIDE BENEFITS FOR ANY OTHER CONDITIONS.

CRITICAL ILLNESS COVERAGE IS CONSIDERED A LIMITED BENEFIT TYPE OF COVERAGE AND IS MEANT TO SUPPLEMENT, NOT BE A SUBSTITUTE OR REPLACEMENT FOR MAJOR MEDICAL INSURANCE.

THIS CERTIFICATE DOES NOT PAY BENEFITS FOR HOSPITAL CONFINEMENT DUE TO MENTAL ILLNESS.

# **TABLE OF CONTENTS**

[CERTIFICATE SPECIFICATIONS	3]
GENERAL PROVISIONS	[4 – 6]
[CONTINUATION OF INSURANCE (COBRA)	6]
[PORTABILITY	7]
BENEFIT AMOUNT LIMITATION AND EXCLUSIONS	[8]
CRITICAL ILLNESS BENEFITS	[9-14]
CLAIM INFORMATION	[15 - 16]
GLOSSARY	[17 – 18]

#### **[AMERICAN HERITAGE LIFE INSURANCE COMPANY]**

1776 American Heritage Life Drive, Jacksonville, Florida 32224

**CERTIFICATE SPECIFICATIONS ANNUAL PREMIUM** FORM NO. **DESCRIPTION OF BENEFITS AMOUNT** GCICHD CRITICAL ILLNESS BENEFIT **BASIC BENEFIT AMOUNT** \$00.00 **INSURED ASSOCIATE** \$30,000 INSURED SPOUSE \$30,000 INSURED CHILD(REN) \$30,000

**FAMILY COVERAGE** 

The effective date of each benefit is the Effective Date unless otherwise specified.

# **TOTAL PREMIUMS**

The Total Premiums include the charge for any additional benefits.

ANNUAL SEMI-ANNUAL QUARTERLY MONTHLY BILLABLE PREMIUM

\$000.00 \$000.00 \$00.00 \$00.00

Premium Payment Method PAYROLL – MONTHLY Premium Class TOBACCO/NON-TOBACCO

INSURED: JOHN DOE ISSUE AGE: 35

EFFECTIVE DATE: JANUARY 01, 2011 CERTIFICATE NUMBER: 123456

POLICY NUMBER: GROUP106

BENEFICIARY: AS NAMED AT ENROLLMENT OR LATER CHANGED

GROUP CRITICAL ILLNESS COVERAGE

GCICHD Page 3]

#### **GENERAL PROVISIONS**

#### **EFFECTIVE DATE OF COVERAGE**

Your coverage will be effective at 12:01 a.m. on the effective date shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] provided you are actively employed on that date.

If you are not actively employed on that date, coverage begins on the date as determined by the plan administrator.

For any change in coverage, the change in coverage is effective on the date we receive such request for change.

# 8 WH

#### WHEN YOU CAN ENROLL, CHANGE OR DISCONTINUE COVERAGE

- 1. You may apply for coverage during:
  - a. the initial enrollment period; or
  - b. [the next re-enrollment period][; or]
  - [c. the period following a qualified life event, as determined by the plan administrator].
- 2. You may increase coverage, in accordance with our coverage increase rules during:
  - a. [the next re-enrollment period][; or]
  - [b. the period following a qualified life event, as determined by the plan administrator].
- 3. You may discontinue coverage, in writing, at any time.

# 9

#### **ELIGIBILITY OF DEPENDENTS**

Eligible dependents are:

- 1. your legal spouse [or domestic partner]; and
- 2. your children [and your domestic partner's children].

An eligible child is a person under age [26] who is:

- 1. a natural or adopted son or daughter, stepson or stepdaughter of you [or your domestic partner]; or
- 2. a foster child who is placed with you [or your domestic partner] by an authorized placement agency or by judgment, decree or other order of any court of competent jurisdiction.

[Your domestic partner must meet the eligibility requirements for your domestic partner's children to be eligible; however, your domestic partner does not have to be a covered person in order for his or her children to be covered.]

After the effective date, any person (except newborns) who becomes an eligible dependent can be added to the certificate if the plan administrator is notified within 30 days after they become eligible.

If you have Individual Coverage [or Individual and Child(ren) Coverage], then marry and desire coverage for your spouse, the plan administrator must be notified within 30 days of the marriage. Your coverage will change to [Individual and Spouse Coverage] [or] [Family Coverage] and you will be provided notification of the additional premium due.

[If you have Individual Coverage [or Individual and Child(ren) Coverage], then establish a domestic partnership and desire coverage for your domestic partner, the plan administrator must be notified within 30 days of the date the domestic partnership was formed. Your coverage will change to [Individual and Spouse Coverage] [or] [Family Coverage] and you will be provided notification of the additional premium due.]

A child born to you or your spouse [or domestic partner], while [Individual and Child(ren) Coverage] [or] [Family Coverage] is in force, will be eligible for coverage. This coverage begins at the moment of birth of such child and benefits will be the same as provided for any other child insured under the certificate. No additional premium will be required for newborns added if [Individual and Child(ren) Coverage] [or] [Family] Coverage is in force at the time the newborn is added.

#### **GENERAL PROVISIONS (Continued)**

#### **ELIGIBILITY OF DEPENDENTS (Continued)**

If you have Individual Coverage [or Individual and Spouse Coverage], newborn children are automatically covered from the moment of birth for a period of 30 days. If you desire uninterrupted coverage for a newborn child, you must notify the plan administrator within 30 days of that child's birth. Upon notification, your Individual Coverage [or Individual and Spouse Coverage] will be converted to [Individual and Child(ren) Coverage] [or] [Family Coverage] and you will be provided notification of the additional premium due. If you do not notify the plan administrator within 30 days of the birth of the child, the temporary automatic coverage ends.

An adopted child or child pending adoption is eligible from the moment of birth if, within 30 days after the date of birth, either:

- 1. the decree of adoption is entered; or
- 2. the adoption proceedings are instituted and you [or your domestic partner] had temporary custody.

# 10 TERMINATION OF COVERAGE

Your coverage under the policy ends, subject to the CONTINUATION OF INSURANCE (COBRA) or PORTABILITY PRIVILEGE provisions of this certificate, on the earliest of:

- 1. the date the policy is terminated in accordance with the TERMINATION OF THE POLICY provision in the policy; or
- the last day of the period for which you made any required premium payments; or
- the last day you are in active employment, except as provided under the LEAVE OF ABSENCE provision; or
- 4. the date you are no longer in an eligible class; or
- the date your class is no longer eligible; or
- 6. the date you have received the maximum basic benefit amount payable, subject to the BASIC BENEFIT AMOUNT LIMITATION provision; or
- 7. upon our discovery of fraud or material misrepresentation in the presentation of a claim under this certificate; or
- the date you request to discontinue coverage in writing.

We will provide benefits for a payable claim that occurs while a covered person is covered under the policy.

If no premiums are received within [60] days of the effective date of the certificate, the coverage will be void as of the certificate effective date.

If your spouse is a covered person, your spouse's coverage ends upon valid decree of divorce or your death.

[If your domestic partner is a covered person, the domestic partner's coverage ends upon termination of the domestic partnership or your death.]

Coverage for a dependent child ends at the end of the calendar year in which the dependent child is no longer eligible. This is the earlier of when the child: (a) reaches age [26]; or (b) otherwise does not meet the requirements of an eligible dependent. Coverage does not terminate for a dependent child who:

- 1. is incapable of self-sustaining employment by reason of mental or physical incapacity; and
- became so incapacitated prior to the attainment of the limiting age of eligibility under the policy; and
- 3. is chiefly dependent upon you for support and maintenance.

The child's coverage continues as long as the certificate remains in force and the child remains in such condition. Proof of the incapacity and dependency of the child must be furnished, in writing, to the plan administrator when the child reaches the limiting age of eligibility. Thereafter, such proof must be furnished as frequently as may be required, but no more frequently than annually after the 2 year period following the child's attainment of the limiting age for eligibility.

If we accept a premium for coverage extending beyond the date, age or event specified for termination as to a covered person, such premium will be refunded, coverage will terminate and claims incurred after termination will not be paid. There may be no refund due if you have Individual and Children Coverage or Family Coverage and there are other eligible dependents insured under the policy.

Coverage may be eligible for continuation as outlined in the CONTINUATION OF INSURANCE (COBRA) provision or the PORTABILITY PRIVILEGE provision.

#### **GENERAL PROVISIONS (Continued)**

#### **LEAVE OF ABSENCE**

If you cease active employment because of a leave of absence while coverage is in force, you will have the opportunity to continue your coverage while you are away from active employment. Coverage will be in accordance with the terms of the plan administrator. This includes, but is not limited to how coverage is provided, how premiums are paid for during the absence, and whether coverage is reinstated upon return to employment.

# 11 [DISCRETIONARY AUTHORITY, IF GOVERNED BY ERISA

The following applies only when the administration of the policy is governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq.:

We have the discretion and authority to construe disputed or seemingly inconsistent provisions of the policy and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever we make reasonable determinations which are not arbitrary or capricious in the administration of the policy, such determinations shall be final and conclusive.]

#### **LEGAL ACTION**

No action at law or in equity shall be brought to recover under the policy prior to the expiration of 60 days after written proof of claim has been furnished in accordance with the requirements of the policy. No such action shall be brought after the expiration of 3 years after the time written proof of claim is required to be furnished.

#### **CLERICAL ERROR**

Clerical error on the part of the policyholder or us will not invalidate insurance otherwise in force nor continue insurance otherwise terminated. Upon discovery of any error, an adjustment will be made in the premiums and/or benefits available. Complete proof must be supplied by us or the policyholder documenting any clerical errors.

#### **AGENCY**

For purposes of the policy, the policyholder acts on its own behalf or as your agent. Under no circumstances will the policyholder be deemed our agent.

#### MISSTATEMENT OF INFORMATION

If the insured associate's rate classification has been misstated, benefits payable under the certificate will be the amount the premium paid would have purchased at the correct rate classification.

#### [CONTINUATION OF INSURANCE (COBRA)

Insurance may be continued for any covered person upon a qualifying event in accordance with continuation of coverage required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) as determined by the plan administrator. The continued insurance will be the same as if the qualifying event had not occurred and will be subject to all the terms and provisions of the policy that do not conflict with COBRA requirements.]

#### [PORTABILITY PRIVILEGE

13

We will provide portability coverage, subject to these provisions.

Such coverage will be available if:

- 1. coverage under the policy terminates under the TERMINATION OF COVERAGE provision; and
- 2. we receive a written request and payment of the first premiums for the portability coverage not later than 30 days after such termination; and
- 3. the request is made for that purpose; and
- any required information is sent to us.

Such coverage is also available if you have exhausted all benefits available under the CONTINUATION OF INSURANCE (COBRA) provision, subject to the above provisions.

No portability coverage will be provided if your insurance under the policy terminated due to your failure to make required premium payments.

#### **PORTABILITY COVERAGE**

The benefits, terms and conditions of the portability coverage will be the same as those provided under the policy when the insurance terminated except for the WAIVER OF PREMIUM provision. Portability coverage will not have a waiver of premium provision. Portability coverage may include any eligible dependents who were covered under the policy. Changes made to the policy after portability coverage begins will not apply to that covered person unless it is required by law.

Portability coverage will be effective on the day after insurance under the policy terminates.

#### **PORTABILITY PREMIUMS**

Premiums for portability coverage are due and payable in advance to us at our home office. Premium due dates are the first day of each calendar month. The portability premium rate may differ from the premium rate in effect for insured associates and may change on any premium due date. If you are on portability coverage, we will give you written notice at least 60 days before a change is to take effect.

#### **GRACE PERIOD**

The grace period, as defined in the policy, will apply to each certificate holder of portability coverage as if such covered person is the policyholder.

#### **TERMINATION OF INSURANCE**

Portability coverage will automatically end on the earliest of the following dates:

- 1. the date you again become eligible for insurance under the policy; or
- 2. the last day for which premiums have been paid, if you fail to pay premiums when due, subject to the grace period; or
- 3. the date you request to discontinue coverage in writing; or
- 4. with respect to insurance for dependents:
  - a. the date your insurance terminates; or
  - b. the date the dependent ceases to be an eligible dependent, as defined.

A dependent child whose portability coverage terminates when he or she reaches the age limit may apply for portability coverage in his or her own name, if he or she is otherwise eligible.

#### **TERMINATION OF THE POLICY**

If the policy terminates, you and your covered dependents will be eligible to exercise the portability privilege on the termination date of the policy. Portability coverage may continue beyond the termination date of the policy, subject to the timely payment of premiums. Benefits for portability coverage will be determined as if the policy had remained in full force and effect.]

#### **BASIC BENEFIT AMOUNT LIMITATION**

The maximum basic benefit amount payable for all critical illnesses is the lesser of 4 times the basic benefit amount or \$250,000 for each covered person.

# **EXCLUSIONS**

We will not pay benefits for a critical illness that is, or is caused by, contributed to by or results from:

- 1. War, declared or undeclared, participation in a riot, insurrection or rebellion.
- 2. Intentionally self-inflicted injury or action.
- 3. Illegal activities or participation in an illegal occupation.
- 4. Substance abuse, to include abuse of alcohol, alcoholism, drug addiction or dependence upon any controlled substance.

(This space intentionally left blank.)

#### **CRITICAL ILLNESS BENEFITS**

#### **GENERAL**

Subject to the conditions, limitations and exclusions of this coverage, we will pay a benefit when a covered person is diagnosed with a critical illness described in this coverage if:

- 1. the date of diagnosis is after the covered person's effective date of coverage; and
- the date of diagnosis for the critical illness is while the covered person is insured under the policy; and
- 3. the critical illness is not excluded by name or specific description.

A covered person can receive a benefit for each critical illness only once, unless the critical illness is named in the Recurrence Benefit included in this coverage.

A covered person can receive benefits for different critical illnesses described in the policy if the dates of diagnosis for each critical illness are separated by at least 90 days.

All benefits paid contribute toward the BASIC BENEFIT AMOUNT LIMITATION provision, unless otherwise noted. Coverage for a covered person terminates when the covered person is not eligible for any further benefits.

Each critical illness must be diagnosed by a physician in the United States or its territories. Claims for benefits not satisfying all the criteria for diagnosis may be subject to review by an independent physician consultant. Emergency situations that occur while the covered person is outside the United States or its territories may be reviewed and considered for approval by a United States physician on foreign soil or when the covered person returns to the United States or its territories.

We do not pay any benefit for any condition or loss not described below.

#### A. INITIAL CRITICAL ILLNESS BENEFITS

14

1. **BENEFIT AMOUNT**. The benefit amount for each initial critical illness is the percentage shown below for that critical illness multiplied by the basic benefit amount shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] applicable to the covered person.

Critical Illness	Percentage of Basic Benefit Amount	Critical Illness	Percentage of Basic Benefit Amount
Heart Attack	[100%]	Complete Blindness	[100%]
Stroke	[100%]	Complete Loss of Hearing	[100%]
Coronary Artery By-Pass Surgery	[25%]	Coma	[100%]
Transplant	[100%]	Benign Brain Tumor	[100%]
End Stage Renal Failure	[100%]	Alzheimer's Disease	[100%]
Paralysis	[100%]		

#### 2. **BENEFIT DESCRIPTION.** The initial critical illnesses are:

**a. Heart Attack.** The death of a portion of heart muscle as a result of inadequate blood supply to the relevant area.

The diagnosis must be based on both:

- 1. new electrocardiographic changes; and
- elevation of cardiac enzymes or biochemical markers showing a pattern and to a level consistent with a diagnosis of heart attack.

Heart Attack does not include an established (old) myocardial infarction.

The date of diagnosis for Heart Attack is the date of death (infarction) of a portion of the heart muscle.

**b. Stroke**. The death of a portion of the brain producing neurological sequelae including infarction of brain tissue, hemorrhage and embolization from an extra-cranial source. There must be evidence of permanent neurological deficit.

Stroke does not include: transient ischemic attacks (TIA's), head injury, chronic cerebrovascular insufficiency or reversible ischemic neurological deficits.

The date of diagnosis for Stroke is the date the stroke occurred based on documented neurological deficits and neuroimaging studies.

#### 2. BENEFIT DESCRIPTION. (Continued)

**c.** Coronary Artery By-Pass Surgery. The surgical operation to correct narrowing or blockage of one or more coronary arteries with by-pass grafts on the advice of a cardiologist registered in the United States. Angiographic evidence to support the necessity for this surgery will be required.

Coronary Artery By-Pass Surgery does not include: abdominal aortic bypass; balloon angioplasty; laser embolectomy; atherectomy; stent placement; or other non-surgical procedures.

The date of diagnosis for Coronary Artery By-Pass Surgery is the date the actual coronary artery by-pass surgery occurs.

**d. Transplant.** The surgical transplantation of a heart, lung, liver, pancreas, kidney or bone marrow. The transplanted organ/tissue must come from a human donor.

The date of diagnosis for Transplant is the date the actual surgery occurs for the covered transplant.

**e. End Stage Renal Failure.** The irreversible failure of both kidneys to perform their essential functions, with the covered person undergoing peritoneal dialysis or hemodialysis.

End Stage Renal Failure does not include renal failure caused by a traumatic event, including surgical traumas.

The date of diagnosis for End Stage Renal Failure is the date renal dialysis first begins due to the irreversible failure of both kidneys to perform their essential functions.

**f. Paralysis.** The total and permanent loss of voluntary movement or motor function of 2 or more limbs as the result of a sickness or injury.

The date of diagnosis for Paralysis is the date a physician establishes the diagnosis of paralysis based on clinical and/or laboratory findings as supported by medical records.

- **g.** Complete Blindness. A clinically proven irreversible reduction of sight in both eyes certified by an ophthalmologist with:
  - 1. sight in the better eye reduced to a best corrected visual acuity of less than 6.60 (Metric Acuity) or 20/200 (snellen or E-chart Acuity); or
  - 2. visual field restriction to 20 degrees or less in both eyes.

The date of diagnosis for Complete Blindness is the date an ophthalmologist makes an accurate certification of complete blindness.

h. Complete Loss of Hearing. The total and irreversible loss of hearing in both ears.

Complete Loss of Hearing does not include loss of hearing that can be corrected by the use of any hearing aid or device.

The date of diagnosis for Complete Loss of Hearing is the date the audiologist makes an accurate certification of total and permanent hearing loss.

i. Coma. A continuous profound state of unconsciousness lasting 14 or more consecutive days due to an underlying sickness or traumatic brain injury. It is associated with severe neurologic dysfunction and unresponsiveness of a prolonged nature requiring significant medical intervention and life support measures. Coma does not include a medically induced coma.

The date of diagnosis for Coma is the first day of the period for which a physician confirms a coma has lasted for 14 consecutive days.

- j. Benign Brain Tumor. A non-cancerous brain tumor:
  - 1. confirmed by the examination of tissue (biopsy or surgical excision) or specific neuroradiological examination; and
  - resulting in persistent neurological deficits including but not limited to: loss of vision; loss of hearing; or balance disruption.

Benign Brain Tumor does not include:

- 1. tumors of the skull; or
- 2. pituitary adenomas; or
- 3. germanomas.

The date of diagnosis for Benign Brain Tumor is the date a physician determines a benign brain tumor is present based on examination of tissue (biopsy or surgical excision) or specific neuroradiological examination.

#### 2. BENEFIT DESCRIPTION. (Continued)

**k. Alzheimer's Disease.** A progressive degenerative disease of the brain that is diagnosed by a psychiatrist or neurologist as Alzheimer's Disease, which causes the covered person to be incapacitated.

"Incapacitated" means that, due to Alzheimer's Disease, the covered person:

- 1. exhibits the loss of intellectual capacity involving impairment of memory and judgment, which results in a significant reduction in mental and social functioning; and
- requires substantial physical assistance from another adult to perform at least 3 of the activities of daily living, as defined below.

As used in this benefit, the "activities of daily living" are:

- 1. Bathing to wash oneself in a bathtub, shower or by sponge bath, with or without the aid of equipment.
- 2. Dressing to put on and remove necessary clothing including braces, artificial limbs or other surgical appliances.
- 3. Toileting to get on and off the toilet and maintain personal hygiene.
- 4. Bladder and Bowel Continence to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained.
- 5. Transferring to move in and out of a bed, chair or wheelchair, with or without the use of equipment.
- 6. Eating to consume food or drink that already has been prepared and made available, with or without the use of adaptive utensils.

The date of diagnosis for Alzheimer's Disease is the date a physician first diagnoses the covered person as incapacitated due to Alzheimer's Disease.

# 14

#### **B. CANCER CRITICAL ILLNESS BENEFITS**

1. **BENEFIT AMOUNT**. The benefit amount for each cancer critical illness is the percentage shown below for that cancer critical illness multiplied by the basic benefit amount shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] applicable to the covered person.

Cancer Critical Illness	Percentage of Basic Benefit Amount	
Carcinoma In Situ	[25%]	
Invasive Cancer	[100%]	

#### BENEFIT DESCRIPTION. The cancer critical illnesses are:

**a.** Carcinoma In Situ. A cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue.

Carcinoma In Situ includes:

- 1. early prostate cancer diagnosed as stages A, I or II or equivalent staging; and
- 2. melanoma not invading the dermis.

Carcinoma In Situ does not include:

- 1. other skin malignancies; or
- 2. pre-malignant lesions (such as intraepithelial neoplasia); or
- 3. benign tumors or polyps.
- **b. Invasive Cancer.** A malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue.

Invasive Cancer includes Leukemia and Lymphoma.

Invasive Cancer does not include:

- 1. carcinoma in situ: or
- 2. tumors in the presence of any human immunodeficiency virus; or
- 3. skin cancer other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic; or
- 4. early prostate (stages A, I or II) cancer.

GCICHD

- 3. DIAGNOSIS REQUIREMENTS. A cancer critical illness must be diagnosed in one of two ways:
  - **a. Pathological diagnosis** means identification of cancer based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of diagnosis must be done by a certified pathologist whose diagnosis of malignancy is in keeping with the standards set by the American Board of Pathology.
  - **b. Clinical diagnosis** means a clinical identification of cancer based on history, laboratory study and symptoms. We will pay benefits for a clinical diagnosis only if:
    - 1. a pathological diagnosis cannot be made because it is medically inappropriate or life-threatening; and
    - 2. there is medical evidence to support the diagnosis.

The date of diagnosis for Cancer Critical Illness is the day the tissue specimen, culture and/or titer(s) are taken on which the first diagnosis of cancer is based.

The "first diagnosis of cancer" includes a diagnosis of a recurrence of a cancer that was previously diagnosed before the effective date of coverage if, after the previous diagnosis and before the date of diagnosis of the recurrence, the covered person is free of any symptoms and treatment of the cancer for the 12 consecutive months immediately preceding the effective date of coverage or any 12 consecutive months thereafter.

For purposes of this benefit, "treatment" does not include maintenance drug therapy or routine follow-up office visits to verify if the cancer critical illness has returned.

"Maintenance drug therapy" means ongoing hormonal therapy, immunotherapy or chemo-prevention therapy that may be given following the full remission of a cancer due to primary treatment. It is meant to decrease the risk of cancer recurrence rather than the palliation or suppression of a cancer that is still present.

For purposes of this benefit, "symptoms" mean the subjective evidence of disease or physical disturbance observed by a physician or other member of the medical profession, acting within the scope of their license.

# 14

#### C. SPECIFIED DISEASE CRITICAL ILLNESS BENEFITS

1. **BENEFIT AMOUNT**. The benefit amount for each specified disease critical illness is the percentage shown below for that specified disease critical illness multiplied by the basic benefit amount shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] applicable to the covered person.

Specified Disease Critical Illness	Percentage of Basic Benefit Amount	Specified Disease Critical Illness	Percentage of Basic Benefit Amount
Adrenal Hypofunction (Addison's Disease)	[25%]	Muscular Dystrophy	[25%]
Amyotrophic Lateral Sclerosis (ALS) (Lou Gehrig's Disease)	[25%]	Myasthenia Gravis	[25%]
Bone Marrow Donor	[25%]	Necrotizing Fasciitis	[25%]
Cerebral Palsy	[25%]	Osteomyelitis	[25%]
Cystic Fibrosis	[25%]	Scleroderma	[25%]
Hemophilia	[25%]	Sickle Cell Anemia	[25%]
Huntington's Chorea	[25%]	Systemic Lupus	[25%]
Meningitis	[25%]	Tuberculosis (TB)	[25%]
Multiple Sclerosis (MS)	[25%]		

**2. BENEFIT DESCRIPTION.** A specified disease as listed above.

The date of diagnosis for Specified Disease Critical Illness is the date a physician establishes the diagnosis of the specified disease critical illness based on clinical and/or laboratory findings as supported by medical records.

- **D. RECURRENCE BENEFIT.** We will pay this benefit if a covered person is diagnosed for a second time with a Heart Attack, Stroke, Coronary Artery By-Pass Surgery, Transplant, Invasive Cancer or Carcinoma In Situ, for which a benefit was previously paid if:
  - 1. the second date of diagnosis is more than 12 months after the first date of diagnosis for the critical illness; and
  - 2. the second date of diagnosis is while the covered person is insured under the policy; and
  - 3. for the cancer critical illness benefits, the covered person had no symptoms nor received any treatment during the 12 months after the prior occurrence.

The benefit amount is equal to the benefit amount previously paid for that critical illness. A covered person can receive a Recurrence Benefit only once for each critical illness.

For the purposes of the cancer critical illness benefits, "treatment" does not include maintenance drug therapy or routine follow-up office visits to verify if the cancer critical illness has returned.

"Maintenance drug therapy" means ongoing hormonal therapy, immunotherapy or chemo-prevention therapy that may be given following the full remission of a cancer due to primary treatment. It is meant to decrease the risk of cancer recurrence rather than the palliation or suppression of a cancer that is still present.

"Symptoms" mean the subjective evidence of disease or physical disturbance observed by a physician or other member of the medical profession, acting within the scope of their license.

- E. WAIVER OF PREMIUM. We will waive your premiums for this coverage if, while covered under the policy, you:
  - 1. become totally disabled due to a sickness or injury; and
  - 2. remain disabled for at least [180] consecutive days.

After the [180<sup>th</sup>] day, we will waive the premiums due for each consecutive day thereafter you are disabled until the earliest of:

- 1. the date you are no longer totally disabled; or
- 2. upon your reaching age 65; or
- the date coverage ends according to the TERMINATION OF COVERAGE provision.

"Disabled" means you are:

- 1. under the continuous care of a physician; and
- 2. unable to perform all of the essential functions of your regular job or any gainful employment for which you are reasonably qualified based on your education, training or experience.

"Gainful employment" means the performance of any occupation for wages, remuneration or profit, for which you are qualified by education, training or experience on a full-time or part-time basis.

This benefit is payable only for the disability of the insured associate. It does not apply to any other covered person.

You must provide sufficient proof of disability to the plan administrator and request that your premiums be waived under this benefit provision. The plan administrator must then provide us with such proof. If your coverage is being continued under the PORTABILITY PRIVILEGE provision, you must provide sufficient proof of disability at least once every 6 months. Such proof must be submitted on your initiative without the necessity of us requesting it.

16

**F. TRANSPORTATION BENEFIT.** We pay the actual cost, up to [\$1,500] per calendar year, for round trip transportation coach fare on a common carrier; or a personal vehicle allowance of [\$0.50] per mile, up to [\$1,500] per calendar year, when travel is required by a covered person to receive treatment of a covered critical illness at a hospital (inpatient or outpatient); or radiation therapy center; or chemotherapy or oncology clinic; or any other specialized free-standing treatment center. Mileage is measured from the covered person's home to the treatment facility as described above. The treatment facility must be more than 100 miles from the covered person's home. We do not pay for: transportation for someone to accompany or visit the covered person receiving treatment; visits to a physician's office or clinic; or for other services. If the treatment is for a covered child and common carrier travel is necessary, we will pay this benefit for up to 2 adults to accompany the child.

"Common carrier" means the following: commercial airlines; passenger trains; inter-city bus lines; trolleys; or boats. It does not include taxis; intra-city bus lines; or private charter planes.

This benefit does not contribute toward the BASIC BENEFIT AMOUNT LIMITATION provision.

**G. LODGING BENEFIT.** We pay [\$60] per day when a covered person receives treatment for a covered critical illness on an outpatient basis. The benefit is for lodging at a motel, hotel or other accommodations acceptable to us. This benefit is limited to 60 days per calendar year. This benefit is not payable for lodging occurring more than 24 hours prior to treatment or for lodging occurring more than 24 hours following treatment. Outpatient treatment must be received at a treatment facility more than 100 miles from the covered person's home.

This benefit does not contribute toward the BASIC BENEFIT AMOUNT LIMITATION provision.

- **H. WELLNESS BENEFIT.** We pay [\$75] per calendar year per covered person for any one of the below. Documentation must be provided for the service rendered. The eligible Wellness Benefits are:
  - 1. Pre-biopsy test for skin cancer; and
  - 2. Biopsy for skin cancer; and
  - 3. Oral cancer screening; and
  - 4. Blood test for triglycerides; and
  - 5. Bone Marrow Testing; and
  - 6. Colonoscopy; and

18

- 7. Echocardiogram; and
- 8. Electrocardiogram (EKG, including stress EKG); and
- 9. Flexible sigmoidoscopy; and
- 10. Hemocult stool analysis; and
- 11. Lipid panel (total cholesterol count); and
- 12. Mammography, including Breast Ultrasound; and
- 13. Pap Smear, including ThinPrep Pap Test; and
- 14. PSA (prostate specific antigen blood test for prostate cancer); and
- 15. Serum Protein Electrophoresis (test for myeloma); and
- 16. Stress test on bike or treadmill; and
- 17. Annual physical examination (only for covered persons over 18 years of age); and
- 18. Immunizations.

This benefit does not contribute toward the BASIC BENEFIT AMOUNT LIMITATION provision.

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#### **CLAIM INFORMATION**

#### NOTICE OF CLAIM

We encourage you to notify us of a claim as soon as possible so that a claim decision can be made in a timely manner. Written notice of claim must be given to us within 20 days after the occurrence or commencement of any benefit covered by the policy, or as soon as is reasonably possible. Notice given to us by, or on behalf of, you or the beneficiary at [1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687], or to any authorized agent of ours, with your name and certificate number, is notice to us.

The claim form can be requested from us. If the form is not received from us within 10 working days of the request, you shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting, within the time stated in the policy for filing proof of loss, written proof covering the occurrence, character and extent of the loss for which the claim is made.

#### **FILING A CLAIM**

You must complete all applicable sections of the claim form and then give it to your attending physician. The physician should complete his or her section statement of the form and send it directly to us.

#### PROOF OF CLAIM

Written proof must be furnished to us within 90 days of each critical illness or payable loss. If it is not reasonably possible to give us written proof in the time required, we will not reduce or deny any claim for this reason, as long as the proof is filed as soon as reasonably possible. In any event, the proof required must be given to us no later than 1 year from the time specified unless you are legally incapacitated.

#### PHYSICAL EXAMINATION AND AUTOPSY

We have the right, at our own expense, to have you examined by a physician of our choosing, as often as may be reasonably required while a claim is pending. We may have an autopsy performed during the period of incontestability, where it is not forbidden by law.

#### **PAYMENT OF CLAIMS**

After receiving written proof of claim, we will pay all benefits then due under this certificate and we will make payment to you, unless you have assigned the benefit to someone else. Any amounts unpaid at your death may, at our option, be paid to a person who is related to you and who survives you, in the following order:



- 1. to your spouse [or domestic partner], if living; otherwise
- 2. to the covered person's children [including your domestic partner's children], in equal shares, if living; otherwise
- 3. to the covered person's parents, in equal shares, if living; otherwise
- 4. to the covered person's siblings, in equal shares, if living; otherwise
- 5. to the covered person's estate.

You may name a beneficiary by contacting us at our home office. It will not take effect unless so filed, but if so filed, will take effect on the date you signed it. This will be true whether or not the covered person is living on the date it is filed. There will be no prejudice to us on account of any payment we make prior to its receipt by us at our home office. We will be discharged to the extent of any such payment made in good faith.

#### TIME OF PAYMENT OF CLAIMS

Amounts due under the policy are payable within 15 working days upon receipt of proof of claim. With respect to amounts payable, we will send notice to the insured associate within 15 working days of receipt of due written proof of claim. If we do not pay the loss within 15 working days upon receipt, this notice will state the reasons for failing to pay the claim, either in whole or in part. It will also provide an itemization of any documents or other information needed to process the claim. When all the requested information needed to process the claim has been received, we will then have 15 working days to process and either pay the claim or deny it, in whole or in part, giving the reasons for denying such claim or any portion of it. All overdue payments will bear simple interest at the rate of 18% per year.

#### **CLAIM INFORMATION (Continued)**

#### **OVERPAID CLAIM**

We have the right to recover any overpayments due to:

- 1. fraud; or
- 2. any error we make in processing a claim.

You must reimburse us in full. We will work with you to develop a reasonable method of repayment if you are financially unable to repay us in a lump sum.

We will not recover more money than the amount we overpaid you.

#### **UNPAID PREMIUM**

Upon the payment of a claim under the policy, any unpaid premium may be deducted, in coordination with the plan administrator.

#### **CLAIM REVIEW**

If a claim is denied, we will give written notice of:

- 1. the reason for denial; and
- 2. the policy provision that relates to the denial; and
- 3. your right to ask for a review of your claim; and
- 4. your right to submit any additional information that might allow us to change our decision.

You may, upon written request, have any reports that are not confidential. We will make copies of those reports.

#### **APPEALS PROCEDURE**

No action at law or in equity shall be brought to recover under the policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the policy. No action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

(This space intentionally left blank.)

### **GLOSSARY**

**Active Employment** or **Actively Employed** means the associate is working for his/her employer for earnings that are paid regularly and that the associate is performing the material and substantial duties of his/her regular occupation. When used in connection with you:

- 1. you must be working at least the minimum number of hours as described under Eligible Class(es), if applicable; and
- 2. you will be deemed to be in active employment on a day which is not one of your employer's scheduled work days only if you were actively employed on the preceding scheduled work day; and
- you will be deemed to be in active employment if on a leave of absence in accordance with the personnel practices of the policyholder.

The associate's work site must be:

- 1. the employer's usual place of business; or
- 2. an alternative work site at the direction of the employer; or
- 3. a location to which the associate's job requires travel.

Normal vacation is considered active employment.

**Associate** means a person who is: (1) a citizen or resident of the United States or one of its territories; and (2) in active employment with the employer named as the policyholder or its affiliates.

**Calendar Year** means a consecutive 12 month period beginning on January 1st of each year and ending on December 31st of the same year.

Clinical and/or Laboratory Findings means the identification of illness based on history, laboratory study and symptoms.

Covered Person means any of the following:

- 1. you and any eligible dependent named on the enrollment; or
- 2. any eligible dependent added by endorsement after the effective date; or
- a newborn child.

**Critical Illness** means one of the critical illnesses described in the CRITICAL ILLNESS BENEFIT provision for which a benefit may be paid.

21

[Domestic Partner means your same-sex partner who is eligible for coverage provided that:

- 1. both you and your same-sex partner must be considered as domestic partners according to the law of your state of residence; or
- 2. if your state of residence has no domestic partnership laws, you must satisfy the definition of domestic partner as defined by the policyholder.]

**Employer** means the individual, company or corporation where the associate is in active employment, and includes any division, subsidiary, or affiliated company of the employer.

22

Family Coverage means coverage that includes you, your spouse [or domestic partner] and eligible children.

Grace Period means a period of 31 days following the premium due date during which premium payment may be made.

23

[Individual and Child(ren) Coverage means coverage that includes only you, as defined, and eligible children.]

[Individual and Spouse Coverage means coverage that includes only you, as defined, and your eligible spouse [or domestic partner].]

**Individual Coverage** means coverage that includes only you, as defined.

# **GLOSSARY (Continued)**

**Initial Enrollment Period** means one of the following periods during which you may first apply, in writing, for coverage under the policy:

1. a period before the policy effective date as set by us and the policyholder if you are eligible for coverage on the policy effective date; or

24

2. the period ending [31] days after the date you are first eligible to apply for coverage if you become eligible for coverage after the policy effective date.

**Injury** means accidental bodily injury.

**Insured Associate** means an associate who has: (1) fulfilled all eligibility requirements set forth in the policy and as determined by the plan administrator; and (2) properly completed and signed the enrollment, provided that the enrollment has been received by the plan administrator.

**Leave of Absence** means you are absent from active employment for a period of time that has been agreed to in advance in writing by your employer. Normal vacation time is not considered a leave of absence.

# Material and Substantial Duties means duties that:

- 1. are normally required for the performance of the associate's regular occupation; and
- 2. cannot be reasonably omitted or modified, except that if the associate is required to work the amount of hours as determined by the plan administrator. We will consider the associate able to perform that requirement if he/she is working or has the capacity to work the amount of hours as determined by the plan administrator.

Payable Claim means a claim for which we are liable under the terms of the policy.

25

# Physician means:

- 1. a person performing tasks that are within the limits of his or her medical license; and
- 2. a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- 3. a person who is a legally qualified medical practitioner according to the laws and regulations of the state he or she practices in.

We will not recognize you, or your [domestic partner,] spouse, children, parents, or siblings as a physician for a claim.

**Plan Administrator** means the entity as designated by the policyholder that is responsible for handling administrative duties on behalf of the policyholder.

**Policy** means the policy of insurance issued by us to the policyholder.

**Policy Date** means the effective date of the policy.

**Policyholder** means the legal entity to whom the policy is issued.

**Re-enrollment Period** means a period of time as set by the policyholder and us during which you may apply, in writing, for coverage under the policy, or change coverage under the policy if you are currently enrolled.

Sickness means an illness or disease.

**Treatment** means consultation, care or services provided by a physician, including diagnostic measures and taking prescribed drugs and medicines.

We, Us and Our mean American Heritage Life Insurance Company.

26

You and Your mean the named insured associate shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] who is a member of an eligible class as described in the policy and for whom premiums are remitted.



# **AMERICAN HERITAGE LIFE INSURANCE COMPANY**

HOME OFFICE: 1776 AMERICAN HERITAGE LIFE DRIVE JACKSONVILLE, FLORIDA 32224-6687 (904) 992-1776

A Stock Company

THIS IS A CRITICAL ILLNESS CERTIFICATE WHICH PROVIDES STATED BENEFITS ONLY FOR SPECIFIED SICKNESSES AND INJURIES OR OTHER BENEFITS THAT MAY BE ADDED. THIS CERTIFICATE DOES NOT PROVIDE BENEFITS FOR ANY OTHER CONDITIONS.

# AMERICAN HERITAGE LIFE INSURANCE COMPANY

Jacksonville, Florida (the "Company")

	Amendment No[1] to Great issue	•	. [G-12345]	
	XYZ COMPA	NY, INC.		
	(the "Polic	yholder")		
It is l follo	hereby agreed that, effectiveJanuary 01, ws:	2012	, the Group Pol	icy is amended as
I.	[That part of the Policy Specifications page of with the [following:] [parts attached hereto and			eted and replaced
[II.	That part of the Policy Specifications page enti- with the [following:] [parts attached hereto and		, ,	eted and replaced
[III.	That part of the Policy Specifications page ent and replaced with the [following:] [parts attach			
[IV.	That part of the Policy Specifications page er replaced with the [following:] [parts attached h			NT is deleted and
[V.	That part of the Policy Specifications page en the [following:] [parts attached hereto and mad			and replaced with
[VI.7	That part of the Policy Specifications page enti- the [following:] [parts attached hereto and mad			and replaced with
[VII.	That part of the Policy Specifications page enti- with the [following:] [parts attached hereto and			eted and replaced
[VIII	I. That part of the Policy Specifications part AFFILIATED COMPANIES is deleted and read and made a part thereof.]]	-		
[IX.	That part of the Policy entitled ELIGIBILITY [following:] [parts attached hereto and made a		ENTS is deleted and	replaced with the
affec	Amendment will be attached to and form a part any of the terms of such Policy other than as s he Policyholder have executed this Amendment	specifically sta	-	
Signo	ed on	Signed on		
Ü	(Date)	_	(Date)	
	AMERICAN HERITAGE LIFE INSURANCE COMPANY		(XYZ COMPANY, 1	INC.)
l	(the "Company")	1	(the "Policyholder")	
by	(Signature of Officer) (Title)	(Author	orized Representative)	(Title)



Workplace Division

Application is Hereby Made to

# AMERICAN HERITAGE LIFE INSURANCE COMPANY

Jacksonville, Florida

by [ABC	COMPANY, INC.]	whose main office
address is	Any City, Any State]	, for Policy Number <b>[XXXX]</b> ,
which is attached. The Applicant h	ereby approves such policy a	and accepts its terms.
Two copies of this application are s AMERICAN HERITAGE LIFE INSU It is agreed that this Application tak	JRANCE COMPANY.  Ses the place of any previous	tached to the policy. The other is returned to application for the policy.  [ABC COMPANY, INC.]  Orporate Name of Applicant)
Dated at [Any City, Any State] (City and State)	By <b>[</b> /	/s/ James Brown, President] (Signature and Title)
On[June 20, 2004](Date)	Witness	[/s/ Joe Smith]

New Issue-Critical Illness

GCIAPP

SERFF Tracking Number: ALST-126813530 State: Georgia

Filing Company: American Heritage Life Insurance Company State Tracking Number: APPROVED WITH CERTIFICATION

Company Tracking Number: GCIPHD

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Critical Illness

Project Name/Number:

# **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Actuarial Memorandum

Comments: Attachment:

Actuarial Memorandum.pdf

Item Status: Status

Date:

Bypassed - Item: Third Party Authorization

Bypass Reason: Not applicable for this filing.

**Comments:** 

Item Status: Status

Date:

Satisfied - Item: Readability Certification

Comments: Attachment:

Readability Certificate.pdf

Item Status: Status

Date:

Satisfied - Item: Statement of Variability

Comments: Attachment:

Statement of Variability.pdf

Item Status: Status

Date:

Satisfied - Item: Filing Fee Form

**Comments:** 

SERFF Tracking Number: ALST-126813530 State: Georgia

Filing Company: American Heritage Life Insurance Company State Tracking Number: APPROVED WITH CERTIFICATION

Company Tracking Number: GCIPHD

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Critical Illness

Project Name/Number:

Attachment:

GA Filing Fee Form.pdf

# AMERICAN HERITAGE LIFE INSURANCE COMPANY Jacksonville, Florida

# ACTUARIAL MEMORANDUM Group Voluntary Critical Illness Policy (Form GCIPHD)

# 1. SCOPE AND PURPOSE OF FILING

This is a filing of the forms for American Heritage Life Insurance Company's Group Voluntary Critical Illness policy/certificate forms GCIPHD/GCICHD. This filing is not intended to be used for any other purpose.

# 2. DESCRIPTION OF BENEFITS

A summary of the benefits are listed below. Detailed descriptions of the benefits are in the policy forms.

- A. Critical Illness Benefit: The lump sum amount payable for a listed critical illness is the percentage next to that critical illness multiplied by the basic benefit amount applicable to each covered person. Benefits are payable only once for each occurrence of a covered critical illness per covered person. Coverage for the spouse and dependent child(ren) is 100% of the basic benefit amount for the primary insured.
  - 1) Heart Attack: 100%
  - 2) Stroke: 100%
  - 3) Coronary Artery Bypass Surgery: 25%
  - 4) Transplant of heart, liver, lung, pancreas, kidney or bone marrow: 100%
  - 5) End Stage Renal Failure: 100%
  - 6) Paralysis: 100%
  - 7) Complete Blindness: 100%
  - 8) Complete Loss of Hearing: 100%
  - 9) Coma: 100%
  - 10) Benign Brain Tumor: 100%
  - 11) Alzheimer's Disease: 100%
- B. Cancer Critical Illness: The lump sum amount payable for a listed critical illness is the percentage next to that critical illness multiplied by the basic benefit amount applicable to each covered person. Benefits are payable only once for each occurrence of a covered critical illness per covered person.
  - 1) Invasive Cancer: 100%
  - 2) Carcinoma in situ: 25%
- C. Specified Diseases Critical Illness: Covered at 25%: Addison's disease, Amyotrophic lateral sclerosis (ALS) (Lou Gehrig's disease), Bone Marrow Donor, Cerebral palsy, Cystic fibrosis, Hemophilia, Huntington's chorea, Meningitis, Multiple sclerosis, Muscular dystrophy, Myasthenia gravis, Necrotizing fasciitis, Osteomyelitis, Scleroderma, Sickle cell anemia, Systemic lupus and Tuberculosis
- D. Recurrence Benefit: A lump sum benefit amount is payable for another occurrence of a covered Heart Attack, Stroke, Coronary Artery By-Pass Surgery, Transplant, Invasive Cancer, or Carcinoma in situ. Benefit will be paid at same amount as the Critical Illness Benefit for another occurrence of the same condition, subject to all of the following:
  - the second date of diagnosis is more than 12 months after the first date of diagnosis of the critical illness;
  - 2) the second date of diagnosis is while the covered person is insured under the policy; and
  - 3) for the cancer critical illness benefits, the covered person had no symptoms nor received any treatment during the 12 months after the prior occurrence.

Note: The maximum basic benefit amount payable is the lesser of the 4 times the basic benefit amount or \$250,000 for each covered person. Benefits paid for a recurrence contribute toward the maximum total CI payable.

E. Waiver of Premium - If, while coverage is in force, the insured employee becomes totally disabled at least 180 days, premiums will be waived until the earliest of the date you are no longer totally disabled or upon reaching age 65.

**Proprietary** 

- F. Transportation Benefit: A benefit of the actual cost, up to \$1,500 per calendar year, for round trip transportation coach fare on a common carrier or a personal vehicle allowance of \$0.50 per mile, up to \$1,500 per calendar year, when travel is required by a covered person for treatment of a covered critical illness at a hospital (inpatient or outpatient); or radiation therapy center; or chemotherapy or oncology clinic; or any other specialized free-standing treatment center. The treatment facility must be more than 100 miles from the covered person's home. This benefit is not included in the maximum total critical illness benefit.
- G. Lodging Benefit: A benefit of \$60 per day is paid when a covered person receives treatment for a critical illness on an outpatient basis. The benefit is for lodging at a motel, hotel, or other accommodations acceptable to us. This benefit is limited to 60 days per calendar year. This benefit is not payable for lodging occurring more than 24 hours prior to treatment or for lodging occurring more than 24 hours following treatment. Outpatient treatment must be received at a treatment facility more than 100 miles from the covered person's home. This benefit is not included in the maximum total critical illness benefit.
- H. Wellness Benefit: A benefit of \$75 per calendar year, per covered person, is paid when any of the following is performed. Documentation must be provided for the service rendered.
  - 1) Pre-biopsy test for skin cancer; and
  - 2) Biopsy for skin cancer; and
  - 3) Oral cancer screening; and
  - 4) Blood test for triglycerides; and
  - 5) Bone Marrow Testing; and
  - 6) Colonoscopy; and
  - 7) Echocardiogram; and
  - 8) Electrocardiogram (EKG, including stress EKG); and
  - 9) Flexible sigmoidoscopy; and
  - 10) Hemocult stool analysis; and
  - 11) Lipid Panel (total cholesterol count); and
  - 12) Mammography, including breast ultrasound; and
  - 13) Pap Smear, including ThinPrep Pap Test; and
  - 14) PSA (prostate specific antigen-blood test for prostate cancer); and
  - 15) Serum Protein Electrophoresis (test for myeloma); and
  - 16) Stress Tests on bike or treadmill; and
  - 17) Annual physical examination (only for covered persons over 18 years of age); and
  - 18) Immunizations.

# 3. RENEWABILITY CLAUSE

Individual certificates can only be terminated for reasons stated in the policy. There is a portability provision which a certificateholder can exercise upon termination from the group and continue coverage. The details of the portability provision are specified in the policy forms. The group policy is cancelable under conditions stated in the policy.

# 4. APPLICABILITY

This is a filing of this form. We anticipate new issues and renewals of this certificate form in the future.

# 5. MORBIDITY

Morbidity assumptions were developed from American Heritage Life (AHL) health products with similar benefits.

# **6.** MORTALITY AND INTEREST

No explicit mortality assumption was used in pricing this form. The persistency rate used is based upon a lapse rate which is for all causes of policy termination, including death.

A 4% discount rate was used in the pricing of this product.

# **PERSISTENCY**

The lapse rate assumptions used in pricing this form is for all causes of policy/certificate termination, including death and termination of the group contract. Lapse rates vary by age and duration. It is assumed that the group contract period is initially for 5 years.

### 8. MARKETING METHOD

The product will be sold to eligible Home Depot employees on a voluntary payroll deduction basis in accordance with the regulations of your state.

### 9. UNDERWRITING

Certificates are guarantee issues since the basic benefits amounts offered are \$30,000 or less.

# 10. PREMIUM CLASSES

Premiums rates will vary by age and tobacco status of the primary insured, and coverage type. Premiums can change based upon the experience. Gross monthly premiums per unit are shown in Exhibit A.

# 11. ISSUE AGE RANGE

This form will be available to all employees that meet the employer's eligibility requirements.

### 12. AREA FACTORS

The pricing of this form did not incorporate any area factors.

# 13. AVERAGE ANNUALIZED PREMIUM

The expected nationwide average annualized premium per certificate is \$257.

# 14. PREMIUM MODALIZATION RULES

Subject to rounding procedures, following are the premium modalization rules for this form:

Semiannual premiums equal 0.50 multiplied by the annual premium.

Quarterly premiums equal 0.25 multiplied by the annual premium.

Monthly premiums equal 0.0833333 multiplied by the annual premium.

All other modes are calculated on a pro-rata basis from the monthly mode. This form has no policy/certificate fee.

# 15. ACTIVE LIFE AND CLAIM RESERVES

Statutory reserves will be held in accordance with the Standard Valuation Law.

This is a new filing of this form; therefore, there are no claim reserves at this point. Claim reserves will be developed in accordance with the American Academy of Actuaries' Actuarial Standard of Practice Number 5, "Incurred Health and Disability Claims".

# **16.** TREND ASSUMPTIONS

Explicit trend assumptions were not used in the pricing of this product.

# 17. ANTICIPATED LOSS RATIO

The pricing of this form is such that the minimum anticipated loss ratio is 66.4%. This is computed as the present value of future benefits divided by the present value of future premiums over the projection period of five years. The group contract is initially assumed to cover a five year period.

### **18.** HISTORY OF RATE ADJUSTMENTS

This is a new filing of this form in this state; therefore, it does not have any history of rate adjustments.

# 19. PROPOSED EFFECTIVE DATE

The proposed effective date of implementation is 01/01/2011.

# 20. ACTUARIAL CERTIFICATION

I, Marilou I. Halim, am an Actuary for American Heritage Life Insurance Company. I am a member of the American Academy of Actuaries and am qualified in the area of health insurance. I certify that, to the best of my knowledge and judgement, the entire rate filing is in compliance with the applicable laws of your state and with the rules of the Department of Insurance, and complies with Actuarial Standard of Practice Number 8, "Regulatory Filings for Rates and Financial Projections for Health Plans", and that the benefits provided are reasonable in relation to the proposed premiums.

Respectfully submitted,

mailon I Had.	09/30/2010
Marilou I. Halim F.S.A., M.A.A.A.	Date
Actuary	

Attachments:

Exhibit A: Gross Premiums

# **EXHIBIT A**

# MONTHLY PREMIUMS PER UNIT Group Voluntary Critical Illness Policy (Form GCIPHD)

Non-Tobacco Monthly CI rate per \$1000

Attain	Individual	Individual &	Individual &	Family
Age		Spouse	child(ren)	
Band				
<20	\$0.37	\$0.74	\$0.51	\$0.88
20 - 29	\$0.37	\$0.74	\$0.51	\$0.88
30 - 39	\$0.54	\$1.08	\$0.68	\$1.22
40 - 49	\$1.03	\$2.06	\$1.17	\$2.20
50 - 59	\$2.24	\$4.48	\$2.38	\$4.62
60 - 69	\$4.99	\$9.98	\$5.13	\$10.12
70+	\$8.23	\$16.46	\$8.37	\$16.60

Tobacco Monthly CI rate per \$1000

Tobacco Monthly Cliface per \$1000					
Attain	Individual	Individual &	Individual &	Family	
Age		Spouse	child(ren)		
Band					
<20	\$0.60	\$1.20	\$0.74	\$1.34	
20 - 29	\$0.60	\$1.20	\$0.74	\$1.34	
30 - 39	\$0.88	\$1.76	\$1.02	\$1.90	
40 - 49	\$1.67	\$3.34	\$1.81	\$3.48	
50 - 59	\$3.60	\$7.20	\$3.74	\$7.34	
60 - 69	\$7.98	\$15.96	\$8.12	\$16.10	
70+	\$13.15	\$26.30	\$13.29	\$26.44	

# AMERICAN HERITAGE LIFE INSURANCE COMPANY

Jacksonville, Florida 32224-6688

To the Policy Review Section, Georgia Department of Insurance.

I certify that I have carefully reviewed the form(s) listed below and to the best of my knowledge and ability, find that the form(s) meet the minimum reading ease score on the test used.

<u>Form</u>	<u>Score</u>
GCIPHD	55.7
GCICHD	51.2

Date: September 30, 2010

Diane Ierna

Assistant Vice President, Compliance Department

Diane D. Jerna

# **American Heritage Life Insurance Company (AHL)**

# **Variables for Group Voluntary Critical Illness Policy Form (GCIPHD)**

This group policy will be available to issue to the employer group, Home Depot U.S.A., Inc.. The following explain the variables included in the policy. The numbers correspond to the number within the boxes in the left margin of the text.

- 1. The logo of the company will be on all policies and will be the current logo of AHL.
- 2. The signature of the Secretary and President will be on all policies issued and will be that of the current Secretary and President of AHL.
- 3. If variable material in the policy is deleted when issued, the pages may be renumbered and the table of contents updated with the revised page numbers.
- 4. The complete legal name of the policyholder will be inserted. A unique alphanumeric number will be assigned to the group policy. The effective date requested by the policyholder, and agreed to by AHL, will be inserted. The policy anniversary date will be one year from the policy effective date.
- 5. The classes of employees who are eligible will be accurately described here. The number of hours may vary, and other categories of employees may be included.
- 6. The eligibility waiting period requested by the policyholder will be described here. The eligibility waiting period may vary by classes of employees, or the policyholder may choose to permit their employees to enroll immediately without having to complete an eligibility waiting period.
- 7. The Basic Benefit Amount will be described here. The Policyholder can choose a basic benefit amount from \$1,000 to \$50,000 ranging in \$1,000 increments. The maximum benefit amount an insured person can collect during the lifetime of their coverage will never exceed \$250,000.
- 8. The Initial Rate is per covered employee for Individual Coverage, Individual and Spouse Coverage, Individual and Child(ren) Coverage or Family Coverage. If the policyholder chooses, rates may be on a 2-tier basis (Individual Coverage or Family Coverage). If sold as 2-tiers, the other coverage types may be deleted when the policy is issued. Rates may vary according to the currently approved rates for this product.
- 9. AHL may guarantee the initial rate for a period no less than 12 months from the policy effective date, but the period can be longer subject to participation requirements agreed to by the policyholder.
- 10. The premium may be paid annually, semi-annually, quarterly, monthly, semi-monthly, bi-weekly or weekly. The first premium due date is the effective date of the policy.
- 11. Only one of these statements will be shown here, to indicate whether or not the employer shares in the cost of coverage under this policy.
- 12. Any of the policyholder's divisions, subsidiaries or affiliated companies whose employees are to be eligible for coverage under this policy will be named here.
- 13. The percent of change in item 2 will be the percentage taken into consideration when underwriting the group and determining the initial rate.
- 14. In item 2, the number of associates required to meet participation may be changed to any reasonable amounts taken into consideration when underwriting the group. The time period for notification of a breach in the policyholder's material obligations may be 30 days or more.

The time period for termination of the policy may be 31 days or more.

15. If the policyholder does not want to offer dependent coverage to their employees, the bracketed text will be deleted when the policy is issued.

# American Heritage Life Insurance Company (AHL) Variables for Group Voluntary Critical Illness Certificate of Insurance Form (GCICHD)

The following explain the variables included in the certificate. The numbers correspond to the number within the boxes in the left margin of the text.

- 1. The logo of the company will be on all certificates and will be the current logo of AHL.
- 2. Depending on how the certificate is delivered to the insured employee, their benefit amounts may be listed on a Certificate Specifications page (page 3) or a benefit statement.
- 3. The signature of the Secretary and President will be on all certificates issued and will be that of the current Secretary and President of AHL.
- 4. If variable material in the certificate is deleted when issued, the pages may be renumbered and the table of contents updated with the revised page numbers.
- 5. Depending on how the certificate is delivered to the insured associate, their benefit amounts may be listed on a Certificate Specifications page or a benefit statement.
- 6. The Certificate Specifications page will be customized for each insured employee to show their benefit amounts and coverage tier.
- 7. Depending on how the certificate is delivered to the insured employee, their benefit amounts may be listed on a Certificate Specifications page or a benefit statement.
- 8. The time to enroll, change or terminate coverage will be determined by the policyholder.
- 9. The limiting age for children may be changed to comply with state laws or to match a policyholder's other plans. The age will never be lower than required by state law. The limiting age will be reflected throughout the certificate.
  - Reference to double coverage for dependents may be deleted, as agreed to by AHL and the policyholder.
  - Reference to domestic partners and children of a domestic partner will be deleted if the policyholder chooses not to offer coverage to domestic partners.
  - Coverage can be sold in either 2 or 4 tiers of rates. If the coverage is sold with 2 tiers, "Individual and Spouse Coverage" and "Individual and Child(ren) Coverage" will be removed from the certificate when it is issued.
- 10. Coverage may be voided if initial premiums are not received within 60 days of the effective date, but may be more as agreed to by AHL and the policyholder.
  - Reference to domestic partners and children of a domestic partner will be deleted if the policyholder chooses not to offer coverage to domestic partners.
- 11. Discretionary Authority may be removed if not allowed by state in which the policy is delivered.
- 12. The COBRA provision may be deleted if the group the coverage is issued to is not subject to COBRA.
- 13. The entire Portability provision may be deleted if we and the policyholder agree not to include it in their policy.

- 14. Depending on how the certificate is delivered to the insured employee, their benefit amounts may be listed on a Certificate Specifications page or a benefit statement.
  - The Percentage of the Basic Benefit Amount paid for each named critical illness can vary from 25% to 100%.
- 15. The time frame for the days of disability required may be revised as determined by the policyholder.
- 16. The benefit amount for the Transportation Benefit is bracketed to allow for changes to the benefit amount, as requested by the policyholder. The maximum amount is bracketed to allow for changes to the benefit amount as requested by the policyholder.
- 17. The benefit amount for the Lodging Benefit is bracketed to allow for changes to the benefit amount, as requested by the policyholder.
- 18. The benefit amount for the Wellness Benefit is bracketed to allow for changes to the benefit amount, as requested by the policyholder.
- 19. The address for submitting claims will be the current address of AHL.
- 20. Reference to domestic partners and children of a domestic partner will be deleted if the policyholder chooses not to offer coverage to domestic partners.
- 21. The "Domestic Partner" definition will be deleted if the policyholder does not want to offer coverage for such dependents.
- 22. Domestic Partner language will be deleted if the policyholder does not want to offer coverage for such dependents.
- 23. Coverage can be sold in either 2 or 4 tiers of rates. If the coverage is sold with 2 tiers, the "Individual and Spouse Coverage" and "Individual and Child(ren) Coverage" definitions will be removed from the certificate when it is issued.
- 24. The number of days listed for this definition will never be less than 31, but may be more if agreed to by us and the policyholder.
- 25. If domestic partner language is not included in the certificate, reference to such will be deleted from this definition.
- 26. Depending on how the certificate is delivered to the insured employee, their benefit amounts may be listed on a Certificate Specifications page or a benefit statement.



# OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER

JOHN W. OXENDINE
COMMISSIONER OF INSURANCE
SAFETY FIRE COMMISSIONER
INDUSTRIAL LOAN
COMMISSIONER
COMPTROLLER GENERAL

Seventh Floor, West Tower 2 Martin Luther King Jr. Dr. Atlanta, Georgia 30334 (404) 656-2056 or (404) 656-4031 www.gainsurance.org

# LIFE AND HEALTH DIVISION INSURANCE POLICY FORM, ADVERTISING OR RATE FILING FEES

Number of <b>Form</b> Filings	4		Code (Department use C	Only)
Georgia Fee (\$25 per form) \$	100		(\$1,000 per submission Maximum)	461.166
Retaliatory Fee (if higher) \$	0			461.120
1. Subtotal Forms				
Number of <b>Rate</b> Filings:	1		Code (Department use C	Only)
Georgia Fee (\$75 per filing) \$	75			461.235
Retaliatory Fee (if higher) \$	0			461.236
2. Subtotal Rates	75			
	TO	OTAL FEES		
TOTAL FORMS FEES +	RATE FEES \$	175		
Check Number:	N/A, EFT	Date of Submission:	09/30/2010	
Make Checks Payable to: Commissioner of Insur	ance, State of Georgia			
Contact Person:	Jennifer R. Aie	llo Phone:	904-992-2541	
Company:	American Herit	age Life Insurance Com	pany	
NAIC #	60534	GID#:		

SERFF Tracking Number: ALST-126813530 State: Georgia

Filing Company: American Heritage Life Insurance Company State Tracking Number: APPROVED WITH CERTIFICATION

Company Tracking Number: GCIPHD

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Critical Illness

Project Name/Number:

# **Superseded Schedule Items**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
09/14/2010	Form	Certificate of Insurance	10/08/2010	GCICHD.pdf (Superceded)
09/14/2010	Supporting Document	Actuarial Memorandum	10/08/2010	Actuarial Memorandum.pdf (Superceded)



# AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE: 1776 AMERICAN HERITAGE LIFE DRIVE JACKSONVILLE, FLORIDA 32224-6687 (904) 992-1776

Workplace Division

**A Stock Company** 

# **CERTIFICATE OF INSURANCE**

This certificate of insurance ("certificate") describes your insurance coverage under the policy.

In this certificate, the words:

I "You" and "your" mean the named insured associate shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] who is a member of an eligible class as described in the policy and for whom premiums are remitted.

"We", "us" and "our" mean American Heritage Life Insurance Company.

"This policy" and "the policy" mean the policy of insurance issued by us to the policyholder.

The policy alone makes up the agreement under which insurance coverage is provided and benefits are determined. If the terms of your certificate and the policy differ, the policy will govern. The policy may be inspected at the office of the policyholder during normal business hours.

Coverage under the policy is issued in consideration of your enrollment and the payment of the first premium.

We certify that coverage under the policy is in effect for persons who have satisfied all eligibility requirements and for whom the required premium has been paid when due.

The policy is delivered in and is governed by the laws of the governing jurisdiction and, to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

The policy and this certificate may be changed in whole or in part or cancelled by agreement between us and the policyholder. Such an action may be taken without the consent or notice to you or anyone covered under the policy. Only an authorized officer at our home office can approve a change. The approval must be in writing and endorsed on or attached to the policy. No other person, including an agent, may change the policy or certificate or waive any of its provisions. Premiums are subject to periodic changes.

This certificate supersedes and replaces any certificate previously issued to you under the policy.

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ray 55tew

Secretary

President

[Kirvid a. Bus

THIS IS A CRITICAL ILLNESS CERTIFICATE WHICH PROVIDES STATED BENEFITS ONLY FOR SPECIFIED SICKNESSES AND INJURIES OR OTHER BENEFITS THAT MAY BE ADDED.

THIS CERTIFICATE DOES NOT PROVIDE BENEFITS FOR ANY OTHER CONDITIONS.

CRITICAL ILLNESS COVERAGE IS CONSIDERED A LIMITED BENEFIT TYPE OF COVERAGE AND IS MEANT TO SUPPLEMENT, NOT BE A SUBSTITUTE OR REPLACEMENT FOR MAJOR MEDICAL INSURANCE.

THIS CERTIFICATE DOES NOT PAY BENEFITS FOR HOSPITAL CONFINEMENT DUE TO MENTAL ILLNESS.

# **TABLE OF CONTENTS**

[CERTIFICATE SPECIFICATIONS	3]
GENERAL PROVISIONS	[4 – 6]
[CONTINUATION OF INSURANCE (COBRA)	6]
[PORTABILITY	7]
BENEFIT AMOUNT LIMITATION AND EXCLUSIONS	[8]
CRITICAL ILLNESS BENEFITS	[9-14]
CLAIM INFORMATION	[15 - 16]
GLOSSARY	[17 – 18]

# **[AMERICAN HERITAGE LIFE INSURANCE COMPANY]**

1776 American Heritage Life Drive, Jacksonville, Florida 32224

**CERTIFICATE SPECIFICATIONS ANNUAL PREMIUM DESCRIPTION OF BENEFITS AMOUNT** FORM NO. **GCICHD** CRITICAL ILLNESS BENEFIT **BASIC BENEFIT AMOUNT** \$00.00 **INSURED ASSOCIATE** \$30,000 INSURED SPOUSE \$30,000 INSURED CHILD(REN) \$30,000

**FAMILY COVERAGE** 

The effective date of each benefit is the Effective Date unless otherwise specified.

# **TOTAL PREMIUMS**

The Total Premiums include the charge for any additional benefits.

ANNUAL SEMI-ANNUAL QUARTERLY MONTHLY BILLABLE PREMIUM

\$000.00 \$000.00 \$00.00 \$00.00

Premium Payment Method PAYROLL – MONTHLY Premium Class TOBACCO/NON-TOBACCO

INSURED: JOHN DOE ISSUE AGE: 35

EFFECTIVE DATE: JANUARY 01, 2011 CERTIFICATE NUMBER: 123456

POLICY NUMBER: GROUP106

BENEFICIARY: AS NAMED AT ENROLLMENT OR LATER CHANGED

**GROUP CRITICAL ILLNESS COVERAGE** 

GCICHD Page 3]

#### GENERAL PROVISIONS

# **EFFECTIVE DATE OF COVERAGE**

Your coverage will be effective at 12:01 a.m. on the effective date shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] provided you are actively employed on that date.

If you are not actively employed on that date, coverage begins on the date as determined by the plan administrator.

For any change in coverage, the change in coverage is effective on the date we receive such request for change.

# WHEN YOU CAN ENROLL, CHANGE OR DISCONTINUE COVERAGE

- You may apply for coverage during:
  - a. the initial enrollment period; or
  - b. [the next re-enrollment period][; or]
  - [c. the period following a qualified life event, as determined by the plan administrator].
- 2. You may increase coverage, in accordance with our coverage increase rules during:
  - a. [the next re-enrollment period][; or]
  - [b. the period following a qualified life event, as determined by the plan administrator].
- 3. You may discontinue coverage, in writing, at any time.

# **ELIGIBILITY OF DEPENDENTS**

Eligible dependents are:

- 1. your legal spouse [or domestic partner]; and
- 2. your children [and your domestic partner's children].

An eligible child is a person under age [26] who is:

- 1. a natural or adopted son or daughter, stepson or stepdaughter of you [or your domestic partner]; or
- 2. a foster child who is placed with you [or your domestic partner] by an authorized placement agency or by judgment, decree or other order of any court of competent jurisdiction.

Your domestic partner must meet the eligibility requirements for your domestic partner's children to be eligible; however, your domestic partner does not have to be a covered person in order for his or her children to be covered.

[Your dependents cannot be covered as both a dependent and as an associate with their own coverage under the policy. If your dependent is or becomes covered as an associate with their own coverage, we will terminate their coverage as a dependent and refund any premium that may have been paid for the dependent coverage for the period of time that they were covered as a dependent while having their own coverage.]

After the effective date, any person (except newborns) who becomes an eligible dependent can be added to the certificate if the plan administrator is notified within 30 days after they become eligible.

If you have Individual Coverage [or Individual and Child(ren) Coverage], then marry and desire coverage for your spouse, the plan administrator must be notified within 30 days of the marriage. Your coverage will change to [Individual and Spouse Coverage [or] [Family Coverage] and you will be provided notification of the additional premium due.

[If you have Individual Coverage [or Individual and Child(ren) Coverage], then establish a domestic partnership and desire coverage for your domestic partner, the plan administrator must be notified within 30 days of the date the domestic partnership was formed. Your coverage will change to [Individual and Spouse Coverage] [or] [Family Coverage] and you will be provided notification of the additional premium due.]

A child born to you or your spouse [or domestic partner], while [Individual and Child(ren) Coverage] [or] [Family Coverage] is in force, will be eligible for coverage. This coverage begins at the moment of birth of such child and benefits will be the same as provided for any other child insured under the certificate. No additional premium will be required for newborns added if [Individual and Child(ren) Coverage] [or] [Family] Coverage is in force at the time the newborn is added.

# **GENERAL PROVISIONS (Continued)**

# **ELIGIBILITY OF DEPENDENTS (Continued)**

If you have Individual Coverage [or Individual and Spouse Coverage], newborn children are automatically covered from the moment of birth for a period of 30 days. If you desire uninterrupted coverage for a newborn child, you must notify the plan administrator within 30 days of that child's birth. Upon notification, your Individual Coverage [or Individual and Spouse Coverage] will be converted to [Individual and Child(ren) Coverage] [or] [Family Coverage] and you will be provided notification of the additional premium due. If you do not notify the plan administrator within 30 days of the birth of the child, the temporary automatic coverage ends.

An adopted child or child pending adoption is eligible from the moment of birth if, within 30 days after the date of birth, either:

- 1. the decree of adoption is entered; or
- 2. the adoption proceedings are instituted and you [or your domestic partner] had temporary custody.

# 10 TERMINATION OF COVERAGE

Your coverage under the policy ends, subject to the CONTINUATION OF INSURANCE (COBRA) or PORTABILITY PRIVILEGE provisions of this certificate, on the earliest of:

- 1. the date the policy is terminated in accordance with the TERMINATION OF THE POLICY provision in the policy; or
- 2. the last day of the period for which you made any required premium payments; or
- the last day you are in active employment, except as provided under the LEAVE OF ABSENCE provision; or
- 4. the date you are no longer in an eligible class; or
- the date your class is no longer eligible; or
- 6. the date you have received the maximum basic benefit amount payable, subject to the BASIC BENEFIT AMOUNT LIMITATION provision; or
- 7. upon our discovery of fraud or material misrepresentation in the presentation of a claim under this certificate; or
- 8. the date you request to discontinue coverage in writing.

We will provide benefits for a payable claim that occurs while a covered person is covered under the policy.

If no premiums are received within [60] days of the effective date of the certificate, the coverage will be void as of the certificate effective date.

If your spouse is a covered person, your spouse's coverage ends upon valid decree of divorce or your death.

[If your domestic partner is a covered person, the domestic partner's coverage ends upon termination of the domestic partnership or your death.]

Coverage for a dependent child ends at the end of the calendar year in which the dependent child is no longer eligible. This is the earlier of when the child: (a) reaches age [26]; or (b) otherwise does not meet the requirements of an eligible dependent. Coverage does not terminate for a dependent child who:

- 1. is incapable of self-sustaining employment by reason of mental or physical incapacity; and
- 2. became so incapacitated prior to the attainment of the limiting age of eligibility under the policy; and
- 3. is chiefly dependent upon you for support and maintenance.

The child's coverage continues as long as the certificate remains in force and the child remains in such condition. Proof of the incapacity and dependency of the child must be furnished, in writing, to the plan administrator when the child reaches the limiting age of eligibility. Thereafter, such proof must be furnished as frequently as may be required, but no more frequently than annually after the 2 year period following the child's attainment of the limiting age for eligibility.

If we accept a premium for coverage extending beyond the date, age or event specified for termination as to a covered person, such premium will be refunded, coverage will terminate and claims incurred after termination will not be paid. There may be no refund due if you have Individual and Children Coverage or Family Coverage and there are other eligible dependents insured under the policy.

Coverage may be eligible for continuation as outlined in the CONTINUATION OF INSURANCE (COBRA) provision or the PORTABILITY PRIVILEGE provision.

# **GENERAL PROVISIONS (Continued)**

# **LEAVE OF ABSENCE**

If you cease active employment because of a leave of absence while coverage is in force, you will have the opportunity to continue your coverage while you are away from active employment. Coverage will be in accordance with the terms of the plan administrator. This includes, but is not limited to how coverage is provided, how premiums are paid for during the absence, and whether coverage is reinstated upon return to employment.

# 1 [DISCRETIONARY AUTHORITY, IF GOVERNED BY ERISA

The following applies only when the administration of the policy is governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq.:

We have the discretion and authority to construe disputed or seemingly inconsistent provisions of the policy and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever we make reasonable determinations which are not arbitrary or capricious in the administration of the policy, such determinations shall be final and conclusive.]

#### **LEGAL ACTION**

No action at law or in equity shall be brought to recover under the policy prior to the expiration of 60 days after written proof of claim has been furnished in accordance with the requirements of the policy. No such action shall be brought after the expiration of 3 years after the time written proof of claim is required to be furnished.

# **CLERICAL ERROR**

Clerical error on the part of the policyholder or us will not invalidate insurance otherwise in force nor continue insurance otherwise terminated. Upon discovery of any error, an adjustment will be made in the premiums and/or benefits available. Complete proof must be supplied by us or the policyholder documenting any clerical errors.

### **AGENCY**

For purposes of the policy, the policyholder acts on its own behalf or as your agent. Under no circumstances will the policyholder be deemed our agent.

# MISSTATEMENT OF INFORMATION

If the insured associate's rate classification has been misstated, benefits payable under the certificate will be the amount the premium paid would have purchased at the correct rate classification.

# [CONTINUATION OF INSURANCE (COBRA)

Insurance may be continued for any covered person upon a qualifying event in accordance with continuation of coverage required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) as determined by the plan administrator. The continued insurance will be the same as if the qualifying event had not occurred and will be subject to all the terms and provisions of the policy that do not conflict with COBRA requirements.]

# [PORTABILITY PRIVILEGE

13

We will provide portability coverage, subject to these provisions.

Such coverage will be available if:

- 1. coverage under the policy terminates under the TERMINATION OF COVERAGE provision; and
- 2. we receive a written request and payment of the first premiums for the portability coverage not later than 30 days after such termination; and
- 3. the request is made for that purpose; and
- 4. any required information is sent to us.

Such coverage is also available if you have exhausted all benefits available under the CONTINUATION OF INSURANCE (COBRA) provision, subject to the above provisions.

No portability coverage will be provided if your insurance under the policy terminated due to your failure to make required premium payments.

### **PORTABILITY COVERAGE**

The benefits, terms and conditions of the portability coverage will be the same as those provided under the policy when the insurance terminated except for the WAIVER OF PREMIUM provision. Portability coverage will not have a waiver of premium provision. Portability coverage may include any eligible dependents who were covered under the policy. Changes made to the policy after portability coverage begins will not apply to that covered person unless it is required by law.

Portability coverage will be effective on the day after insurance under the policy terminates.

# **PORTABILITY PREMIUMS**

Premiums for portability coverage are due and payable in advance to us at our home office. Premium due dates are the first day of each calendar month. The portability premium rate may differ from the premium rate in effect for insured associates and may change on any premium due date. If you are on portability coverage, we will give you written notice at least 60 days before a change is to take effect.

### **GRACE PERIOD**

The grace period, as defined in the policy, will apply to each certificate holder of portability coverage as if such covered person is the policyholder.

# **TERMINATION OF INSURANCE**

Portability coverage will automatically end on the earliest of the following dates:

- 1. the date you again become eligible for insurance under the policy; or
- 2. the last day for which premiums have been paid, if you fail to pay premiums when due, subject to the grace period; or
- 3. the date you request to discontinue coverage in writing; or
- 4. with respect to insurance for dependents:
  - a. the date your insurance terminates; or
  - b. the date the dependent ceases to be an eligible dependent, as defined.

A dependent child whose portability coverage terminates when he or she reaches the age limit may apply for portability coverage in his or her own name, if he or she is otherwise eligible.

# **TERMINATION OF THE POLICY**

If the policy terminates, you and your covered dependents will be eligible to exercise the portability privilege on the termination date of the policy. Portability coverage may continue beyond the termination date of the policy, subject to the timely payment of premiums. Benefits for portability coverage will be determined as if the policy had remained in full force and effect.]

# **BASIC BENEFIT AMOUNT LIMITATION**

The maximum basic benefit amount payable for all critical illnesses is the lesser of 4 times the basic benefit amount or \$250,000 for each covered person.

# **EXCLUSIONS**

We will not pay benefits for a critical illness that is, or is caused by, contributed to by or results from:

- 1. War, declared or undeclared, participation in a riot, insurrection or rebellion.
- 2. Intentionally self-inflicted injury or action.
- 3. Illegal activities or participation in an illegal occupation.
- 4. Substance abuse, to include abuse of alcohol, alcoholism, drug addiction or dependence upon any controlled substance.

(This space intentionally left blank.)

#### **CRITICAL ILLNESS BENEFITS**

#### **GENERAL**

Subject to the conditions, limitations and exclusions of this coverage, we will pay a benefit when a covered person is diagnosed with a critical illness described in this coverage if:

- 1. the date of diagnosis is after the covered person's effective date of coverage; and
- 2. the date of diagnosis for the critical illness is while the covered person is insured under the policy; and
- 3. the critical illness is not excluded by name or specific description.

A covered person can receive a benefit for each critical illness only once, unless the critical illness is named in the Recurrence Benefit included in this coverage.

A covered person can receive benefits for different critical illnesses described in the policy if the dates of diagnosis for each critical illness are separated by at least 90 days.

All benefits paid contribute toward the BASIC BENEFIT AMOUNT LIMITATION provision, unless otherwise noted. Coverage for a covered person terminates when the covered person is not eligible for any further benefits.

Each critical illness must be diagnosed by a physician in the United States or its territories. Claims for benefits not satisfying all the criteria for diagnosis may be subject to review by an independent physician consultant. Emergency situations that occur while the covered person is outside the United States or its territories may be reviewed and considered for approval by a United States physician on foreign soil or when the covered person returns to the United States or its territories.

We do not pay any benefit for any condition or loss not described below.

### A. INITIAL CRITICAL ILLNESS BENEFITS

14

1. **BENEFIT AMOUNT**. The benefit amount for each initial critical illness is the percentage shown below for that critical illness multiplied by the basic benefit amount shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] applicable to the covered person.

Critical Illness	Percentage of Basic Benefit Amount	Critical Illness	Percentage of Basic Benefit Amount
Heart Attack	[100%]	Complete Blindness	[100%]
Stroke	[100%]	Complete Loss of Hearing	[100%]
Coronary Artery By-Pass Surgery	[25%]	Coma	[100%]
Transplant	[100%]	Benign Brain Tumor	[100%]
End Stage Renal Failure	[100%]	Alzheimer's Disease	[100%]
Paralysis	[100%]		

### 2. **BENEFIT DESCRIPTION.** The initial critical illnesses are:

**a. Heart Attack.** The death of a portion of heart muscle as a result of inadequate blood supply to the relevant area.

The diagnosis must be based on both:

- 1. new electrocardiographic changes; and
- elevation of cardiac enzymes or biochemical markers showing a pattern and to a level consistent with a diagnosis of heart attack.

Heart Attack does not include an established (old) myocardial infarction.

The date of diagnosis for Heart Attack is the date of death (infarction) of a portion of the heart muscle.

**b. Stroke**. The death of a portion of the brain producing neurological sequelae including infarction of brain tissue, hemorrhage and embolization from an extra-cranial source. There must be evidence of permanent neurological deficit.

Stroke does not include: transient ischemic attacks (TIA's), head injury, chronic cerebrovascular insufficiency or reversible ischemic neurological deficits.

The date of diagnosis for Stroke is the date the stroke occurred based on documented neurological deficits and neuroimaging studies.

# 2. BENEFIT DESCRIPTION. (Continued)

**c.** Coronary Artery By-Pass Surgery. The surgical operation to correct narrowing or blockage of one or more coronary arteries with by-pass grafts on the advice of a cardiologist registered in the United States. Angiographic evidence to support the necessity for this surgery will be required.

Coronary Artery By-Pass Surgery does not include: abdominal aortic bypass; balloon angioplasty; laser embolectomy; atherectomy; stent placement; or other non-surgical procedures.

The date of diagnosis for Coronary Artery By-Pass Surgery is the date the actual coronary artery by-pass surgery occurs.

**d. Transplant.** The surgical transplantation of a heart, lung, liver, pancreas, kidney or bone marrow. The transplanted organ/tissue must come from a human donor.

The date of diagnosis for Transplant is the date the actual surgery occurs for the covered transplant.

**e. End Stage Renal Failure.** The irreversible failure of both kidneys to perform their essential functions, with the covered person undergoing peritoneal dialysis or hemodialysis.

End Stage Renal Failure does not include renal failure caused by a traumatic event, including surgical traumas.

The date of diagnosis for End Stage Renal Failure is the date renal dialysis first begins due to the irreversible failure of both kidneys to perform their essential functions.

**f. Paralysis.** The total and permanent loss of voluntary movement or motor function of 2 or more limbs as the result of a sickness or injury.

The date of diagnosis for Paralysis is the date a physician establishes the diagnosis of paralysis based on clinical and/or laboratory findings as supported by medical records.

- **g.** Complete Blindness. A clinically proven irreversible reduction of sight in both eyes certified by an ophthalmologist with:
  - 1. sight in the better eye reduced to a best corrected visual acuity of less than 6.60 (Metric Acuity) or 20/200 (snellen or E-chart Acuity); or
  - 2. visual field restriction to 20 degrees or less in both eyes.

The date of diagnosis for Complete Blindness is the date an ophthalmologist makes an accurate certification of complete blindness.

h. Complete Loss of Hearing. The total and irreversible loss of hearing in both ears.

Complete Loss of Hearing does not include loss of hearing that can be corrected by the use of any hearing aid or device.

The date of diagnosis for Complete Loss of Hearing is the date the audiologist makes an accurate certification of total and permanent hearing loss.

i. Coma. A continuous profound state of unconsciousness lasting 14 or more consecutive days due to an underlying sickness or traumatic brain injury. It is associated with severe neurologic dysfunction and unresponsiveness of a prolonged nature requiring significant medical intervention and life support measures. Coma does not include a medically induced coma.

The date of diagnosis for Coma is the first day of the period for which a physician confirms a coma has lasted for 14 consecutive days.

- j. Benign Brain Tumor. A non-cancerous brain tumor:
  - 1. confirmed by the examination of tissue (biopsy or surgical excision) or specific neuroradiological examination; and
  - 2. resulting in persistent neurological deficits including but not limited to: loss of vision; loss of hearing; or balance disruption.

Benign Brain Tumor does not include:

- 1. tumors of the skull; or
- 2. pituitary adenomas; or
- 3. germanomas.

The date of diagnosis for Benign Brain Tumor is the date a physician determines a benign brain tumor is present based on examination of tissue (biopsy or surgical excision) or specific neuroradiological examination.

# 2. BENEFIT DESCRIPTION. (Continued)

**k. Alzheimer's Disease.** A progressive degenerative disease of the brain that is diagnosed by a psychiatrist or neurologist as Alzheimer's Disease, which causes the covered person to be incapacitated.

"Incapacitated" means that, due to Alzheimer's Disease, the covered person:

- 1. exhibits the loss of intellectual capacity involving impairment of memory and judgment, which results in a significant reduction in mental and social functioning; and
- requires substantial physical assistance from another adult to perform at least 3 of the activities of daily living, as defined below.

As used in this benefit, the "activities of daily living" are:

- 1. Bathing to wash oneself in a bathtub, shower or by sponge bath, with or without the aid of equipment.
- 2. Dressing to put on and remove necessary clothing including braces, artificial limbs or other surgical appliances.
- 3. Toileting to get on and off the toilet and maintain personal hygiene.
- 4. Bladder and Bowel Continence to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained.
- Transferring to move in and out of a bed, chair or wheelchair, with or without the use of equipment.
- 6. Eating to consume food or drink that already has been prepared and made available, with or without the use of adaptive utensils.

The date of diagnosis for Alzheimer's Disease is the date a physician first diagnoses the covered person as incapacitated due to Alzheimer's Disease.

# 14

# **B. CANCER CRITICAL ILLNESS BENEFITS**

1. **BENEFIT AMOUNT**. The benefit amount for each cancer critical illness is the percentage shown below for that cancer critical illness multiplied by the basic benefit amount shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] applicable to the covered person.

Cancer Critical Illness	Percentage of Basic Benefit Amount
Carcinoma In Situ	[25%]
Invasive Cancer	[100%]

# 2. BENEFIT DESCRIPTION. The cancer critical illnesses are:

**a.** Carcinoma In Situ. A cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue.

Carcinoma In Situ includes:

- 1. early prostate cancer diagnosed as stages A, I or II or equivalent staging; and
- 2. melanoma not invading the dermis.

Carcinoma In Situ does not include:

- 1. other skin malignancies; or
- 2. pre-malignant lesions (such as intraepithelial neoplasia); or
- 3. benign tumors or polyps.
- **b. Invasive Cancer.** A malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue.

Invasive Cancer includes Leukemia and Lymphoma.

Invasive Cancer does not include:

- 1. carcinoma in situ: or
- 2. tumors in the presence of any human immunodeficiency virus; or
- 3. skin cancer other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic; or
- 4. early prostate (stages A, I or II) cancer.

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- 3. DIAGNOSIS REQUIREMENTS. A cancer critical illness must be diagnosed in one of two ways:
  - **a. Pathological diagnosis** means identification of cancer based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of diagnosis must be done by a certified pathologist whose diagnosis of malignancy is in keeping with the standards set by the American Board of Pathology.
  - **b.** Clinical diagnosis means a clinical identification of cancer based on history, laboratory study and symptoms. We will pay benefits for a clinical diagnosis only if:
    - 1. a pathological diagnosis cannot be made because it is medically inappropriate or life-threatening; and
    - 2. there is medical evidence to support the diagnosis.

The date of diagnosis for Cancer Critical Illness is the day the tissue specimen, culture and/or titer(s) are taken on which the first diagnosis of cancer is based.

The "first diagnosis of cancer" includes a diagnosis of a recurrence of a cancer that was previously diagnosed before the effective date of coverage if, after the previous diagnosis and before the date of diagnosis of the recurrence, the covered person is free of any symptoms and treatment of the cancer for the 12 consecutive months immediately preceding the effective date of coverage or any 12 consecutive months thereafter.

For purposes of this benefit, "treatment" does not include maintenance drug therapy or routine follow-up office visits to verify if the cancer critical illness has returned.

"Maintenance drug therapy" means ongoing hormonal therapy, immunotherapy or chemo-prevention therapy that may be given following the full remission of a cancer due to primary treatment. It is meant to decrease the risk of cancer recurrence rather than the palliation or suppression of a cancer that is still present.

For purposes of this benefit, "symptoms" mean the subjective evidence of disease or physical disturbance observed by a physician or other member of the medical profession, acting within the scope of their license.

14

# C. SPECIFIED DISEASE CRITICAL ILLNESS BENEFITS

1. **BENEFIT AMOUNT**. The benefit amount for each specified disease critical illness is the percentage shown below for that specified disease critical illness multiplied by the basic benefit amount shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] applicable to the covered person.

Specified Disease Critical Illness	Percentage of Basic Benefit Amount	Specified Disease Critical Illness	Percentage of Basic Benefit Amount
Adrenal Hypofunction (Addison's Disease)	[25%]	Multiple Sclerosis (MS)	[25%]
Amyotrophic Lateral Sclerosis (ALS) (Lou Gehrig's Disease)	[25%]	Muscular Dystrophy	[25%]
Bone Marrow Donor	[25%]	Myasthenia Gravis	[25%]
Cerebral Palsy	[25%]	Necrotizing Fasciitis	[25%]
Cystic Fibrosis	[25%]	Osteomyelitis	[25%]
Encephalitis	[25%]	Rabies	[25%]
Hemophilia	[25%]	Scleroderma	[25%]
Huntington's Chorea	[25%]	Sickle Cell Anemia	[25%]
Malaria	[25%]	Systemic Lupus	[25%]
Meningitis	[25%]	Tuberculosis (TB)	[25%]

2. **BENEFIT DESCRIPTION.** A specified disease as listed above.

The date of diagnosis for Specified Disease Critical Illness is the date a physician establishes the diagnosis of the specified disease critical illness based on clinical and/or laboratory findings as supported by medical records.

- **D. RECURRENCE BENEFIT.** We will pay this benefit if a covered person is diagnosed for a second time with a Heart Attack, Stroke, Coronary Artery By-Pass Surgery, Transplant, Invasive Cancer or Carcinoma In Situ, for which a benefit was previously paid if:
  - 1. the second date of diagnosis is more than 12 months after the first date of diagnosis for the critical illness; and
  - 2. the second date of diagnosis is while the covered person is insured under the policy; and
  - 3. for the cancer critical illness benefits, the covered person had no symptoms nor received any treatment during the 12 months after the prior occurrence.

The benefit amount is equal to the benefit amount previously paid for that critical illness. A covered person can receive a Recurrence Benefit only once for each critical illness.

For the purposes of the cancer critical illness benefits, "treatment" does not include maintenance drug therapy or routine follow-up office visits to verify if the cancer critical illness has returned.

"Maintenance drug therapy" means ongoing hormonal therapy, immunotherapy or chemo-prevention therapy that may be given following the full remission of a cancer due to primary treatment. It is meant to decrease the risk of cancer recurrence rather than the palliation or suppression of a cancer that is still present.

"Symptoms" mean the subjective evidence of disease or physical disturbance observed by a physician or other member of the medical profession, acting within the scope of their license.

- E. WAIVER OF PREMIUM. We will waive your premiums for this coverage if, while covered under the policy, you:
  - 1. become totally disabled due to a sickness or injury; and
  - remain disabled for at least [180] consecutive days.

After the [180<sup>th</sup>] day, we will waive the premiums due for each consecutive day thereafter you are disabled until the earliest of:

- 1. the date you are no longer totally disabled; or
- 2. upon your reaching age 65; or
- 3. the date coverage ends according to the TERMINATION OF COVERAGE provision.

"Disabled" means you are:

- 1. under the continuous care of a physician; and
- 2. unable to perform all of the essential functions of your regular job or any gainful employment for which you are reasonably qualified based on your education, training or experience.

"Gainful employment" means the performance of any occupation for wages, remuneration or profit, for which you are qualified by education, training or experience on a full-time or part-time basis.

This benefit is payable only for the disability of the insured associate. It does not apply to any other covered person.

You must provide sufficient proof of disability to the plan administrator and request that your premiums be waived under this benefit provision. The plan administrator must then provide us with such proof. If your coverage is being continued under the PORTABILITY PRIVILEGE provision, you must provide sufficient proof of disability at least once every 6 months. Such proof must be submitted on your initiative without the necessity of us requesting it.

16

**F. TRANSPORTATION BENEFIT.** We pay the actual cost, up to [\$1,500] per calendar year, for round trip transportation coach fare on a common carrier; or a personal vehicle allowance of [\$0.50] per mile, up to [\$1,500] per calendar year, when travel is required by a covered person to receive treatment of a covered critical illness at a hospital (inpatient or outpatient); or radiation therapy center; or chemotherapy or oncology clinic; or any other specialized free-standing treatment center. Mileage is measured from the covered person's home to the treatment facility as described above. The treatment facility must be more than 100 miles from the covered person's home. We do not pay for: transportation for someone to accompany or visit the covered person receiving treatment; visits to a physician's office or clinic; or for other services. If the treatment is for a covered child and common carrier travel is necessary, we will pay this benefit for up to 2 adults to accompany the child.

"Common carrier" means the following: commercial airlines; passenger trains; inter-city bus lines; trolleys; or boats. It does not include taxis; intra-city bus lines; or private charter planes.

This benefit does not contribute toward the BASIC BENEFIT AMOUNT LIMITATION provision.

G. LODGING BENEFIT. We pay [\$60] per day when a covered person receives treatment for a covered critical illness on an outpatient basis. The benefit is for lodging at a motel, hotel or other accommodations acceptable to us. This benefit is limited to 60 days per calendar year. This benefit is not payable for lodging occurring more than 24 hours prior to treatment or for lodging occurring more than 24 hours following treatment. Outpatient treatment must be received at a treatment facility more than 100 miles from the covered person's home.

This benefit does not contribute toward the BASIC BENEFIT AMOUNT LIMITATION provision.

- **H. WELLNESS BENEFIT.** We pay [\$75] per calendar year per covered person for any one of the below. Documentation must be provided for the service rendered. The eligible Wellness Benefits are:
  - 1. Pre-biopsy test for skin cancer; and
  - 2. Biopsy for skin cancer; and
  - 3. Oral cancer screening; and
  - 4. Blood test for triglycerides; and
  - 5. Bone Marrow Testing; and
  - 6. Colonoscopy; and

18

- 7. Echocardiogram; and
- 8. Electrocardiogram (EKG, including stress EKG); and
- 9. Flexible sigmoidoscopy; and
- 10. Hemocult stool analysis; and
- 11. Lipid panel (total cholesterol count); and
- 12. Mammography, including Breast Ultrasound; and
- 13. Pap Smear, including ThinPrep Pap Test; and
- 14. PSA (prostate specific antigen blood test for prostate cancer); and
- 15. Serum Protein Electrophoresis (test for myeloma); and
- 16. Stress test on bike or treadmill; and
- 17. Annual physical examination (only for covered persons over 18 years of age); and
- 18. Immunizations.

This benefit does not contribute toward the BASIC BENEFIT AMOUNT LIMITATION provision.

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### **CLAIM INFORMATION**

### NOTICE OF CLAIM

We encourage you to notify us of a claim as soon as possible so that a claim decision can be made in a timely manner. Written notice of claim must be given to us within 20 days after the occurrence or commencement of any benefit covered by the policy, or as soon as is reasonably possible. Notice given to us by, or on behalf of, you or the beneficiary at [1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687], or to any authorized agent of ours, with your name and certificate number, is notice to us.

The claim form can be requested from us. If the form is not received from us within 10 working days of the request, you shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting, within the time stated in the policy for filing proof of loss, written proof covering the occurrence, character and extent of the loss for which the claim is made.

# **FILING A CLAIM**

You must complete all applicable sections of the claim form and then give it to your attending physician. The physician should complete his or her section statement of the form and send it directly to us.

# PROOF OF CLAIM

Written proof must be furnished to us within 90 days of each critical illness or payable loss. If it is not reasonably possible to give us written proof in the time required, we will not reduce or deny any claim for this reason, as long as the proof is filed as soon as reasonably possible. In any event, the proof required must be given to us no later than 1 year from the time specified unless you are legally incapacitated.

# PHYSICAL EXAMINATION AND AUTOPSY

We have the right, at our own expense, to have you examined by a physician of our choosing, as often as may be reasonably required while a claim is pending. We may have an autopsy performed during the period of incontestability, where it is not forbidden by law.

# **PAYMENT OF CLAIMS**

After receiving written proof of claim, we will pay all benefits then due under this certificate and we will make payment to you, unless you have assigned the benefit to someone else. Any amounts unpaid at your death may, at our option, be paid to a person who is related to you and who survives you, in the following order:



- 1. to your spouse [or domestic partner], if living; otherwise
- 2. to the covered person's children [including your domestic partner's children], in equal shares, if living; otherwise
- 3. to the covered person's parents, in equal shares, if living; otherwise
- 4. to the covered person's siblings, in equal shares, if living; otherwise
- 5. to the covered person's estate.

You may name a beneficiary by contacting us at our home office. It will not take effect unless so filed, but if so filed, will take effect on the date you signed it. This will be true whether or not the covered person is living on the date it is filed. There will be no prejudice to us on account of any payment we make prior to its receipt by us at our home office. We will be discharged to the extent of any such payment made in good faith.

# TIME OF PAYMENT OF CLAIMS

Amounts due under the policy are payable within 15 working days upon receipt of proof of claim. With respect to amounts payable, we will send notice to the insured associate within 15 working days of receipt of due written proof of claim. If we do not pay the loss within 15 working days upon receipt, this notice will state the reasons for failing to pay the claim, either in whole or in part. It will also provide an itemization of any documents or other information needed to process the claim. When all the requested information needed to process the claim has been received, we will then have 15 working days to process and either pay the claim or deny it, in whole or in part, giving the reasons for denying such claim or any portion of it. All overdue payments will bear simple interest at the rate of 18% per year.

# **CLAIM INFORMATION (Continued)**

# **OVERPAID CLAIM**

We have the right to recover any overpayments due to:

- 1. fraud; or
- 2. any error we make in processing a claim.

You must reimburse us in full. We will work with you to develop a reasonable method of repayment if you are financially unable to repay us in a lump sum.

We will not recover more money than the amount we overpaid you.

# **UNPAID PREMIUM**

Upon the payment of a claim under the policy, any unpaid premium may be deducted, in coordination with the plan administrator.

### **CLAIM REVIEW**

If a claim is denied, we will give written notice of:

- 1. the reason for denial; and
- 2. the policy provision that relates to the denial; and
- 3. your right to ask for a review of your claim; and
- 4. your right to submit any additional information that might allow us to change our decision.

You may, upon written request, have any reports that are not confidential. We will make copies of those reports.

### **APPEALS PROCEDURE**

No action at law or in equity shall be brought to recover under the policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the policy. No action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

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# **GLOSSARY**

**Active Employment** or **Actively Employed** means the associate is working for his/her employer for earnings that are paid regularly and that the associate is performing the material and substantial duties of his/her regular occupation. When used in connection with you:

- 1. you must be working at least the minimum number of hours as described under Eligible Class(es), if applicable; and
- 2. you will be deemed to be in active employment on a day which is not one of your employer's scheduled work days only if you were actively employed on the preceding scheduled work day; and
- 3. you will be deemed to be in active employment if on a leave of absence in accordance with the personnel practices of the policyholder.

The associate's work site must be:

- 1. the employer's usual place of business; or
- 2. an alternative work site at the direction of the employer; or
- 3. a location to which the associate's job requires travel.

Normal vacation is considered active employment.

**Associate** means a person who is: (1) a citizen or resident of the United States or one of its territories; and (2) in active employment with the employer named as the policyholder or its affiliates.

Calendar Year means a consecutive 12 month period beginning on January 1st of each year and ending on December 31st of the same year.

Clinical and/or Laboratory Findings means the identification of illness based on history, laboratory study and symptoms.

Covered Person means any of the following:

- 1. you and any eligible dependent named on the enrollment; or
- 2. any eligible dependent added by endorsement after the effective date; or
- a newborn child.

**Critical Illness** means one of the critical illnesses described in the CRITICAL ILLNESS BENEFIT provision for which a benefit may be paid.

21

[Domestic Partner means your same-sex partner who is eligible for coverage provided that:

- 1. both you and your same-sex partner must be considered as domestic partners according to the law of your state of residence; or
- 2. if your state of residence has no domestic partnership laws, you must satisfy the definition of domestic partner as defined by the policyholder.]

**Employer** means the individual, company or corporation where the associate is in active employment, and includes any division, subsidiary, or affiliated company of the employer.

22

Family Coverage means coverage that includes you, your spouse [or domestic partner] and eligible children.

Grace Period means a period of 31 days following the premium due date during which premium payment may be made.

23

[Individual and Child(ren) Coverage means coverage that includes only you, as defined, and eligible children.]

[Individual and Spouse Coverage means coverage that includes only you, as defined, and your eligible spouse [or domestic partner].]

**Individual Coverage** means coverage that includes only you, as defined.

# **GLOSSARY (Continued)**

**Initial Enrollment Period** means one of the following periods during which you may first apply, in writing, for coverage under the policy:

1. a period before the policy effective date as set by us and the policyholder if you are eligible for coverage on the policy effective date; or

24

2. the period ending [31] days after the date you are first eligible to apply for coverage if you become eligible for coverage after the policy effective date.

Injury means accidental bodily injury.

**Insured Associate** means an associate who has: (1) fulfilled all eligibility requirements set forth in the policy and as determined by the plan administrator; and (2) properly completed and signed the enrollment, provided that the enrollment has been received by the plan administrator.

**Leave of Absence** means you are absent from active employment for a period of time that has been agreed to in advance in writing by your employer. Normal vacation time is not considered a leave of absence.

# Material and Substantial Duties means duties that:

- 1. are normally required for the performance of the associate's regular occupation; and
- 2. cannot be reasonably omitted or modified, except that if the associate is required to work the amount of hours as determined by the plan administrator. We will consider the associate able to perform that requirement if he/she is working or has the capacity to work the amount of hours as determined by the plan administrator.

Payable Claim means a claim for which we are liable under the terms of the policy.

25

# Physician means:

- 1. a person performing tasks that are within the limits of his or her medical license; and
- 2. a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- 3. a person who is a legally qualified medical practitioner according to the laws and regulations of the state he or she practices in.

We will not recognize you, or your [domestic partner,] spouse, children, parents, or siblings as a physician for a claim.

**Plan Administrator** means the entity as designated by the policyholder that is responsible for handling administrative duties on behalf of the policyholder.

**Policy** means the policy of insurance issued by us to the policyholder.

Policy Date means the effective date of the policy.

**Policyholder** means the legal entity to whom the policy is issued.

**Re-enrollment Period** means a period of time as set by the policyholder and us during which you may apply, in writing, for coverage under the policy, or change coverage under the policy if you are currently enrolled.

Sickness means an illness or disease.

**Treatment** means consultation, care or services provided by a physician, including diagnostic measures and taking prescribed drugs and medicines.

We, Us and Our mean American Heritage Life Insurance Company.

26

You and Your mean the named insured associate shown [in this certificate] [on the Certificate Specifications page] [on page 3] [(in your benefit statement)] who is a member of an eligible class as described in the policy and for whom premiums are remitted.



# AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE: 1776 AMERICAN HERITAGE LIFE DRIVE JACKSONVILLE, FLORIDA 32224-6687 (904) 992-1776

A Stock Company

THIS IS A CRITICAL ILLNESS CERTIFICATE WHICH PROVIDES STATED BENEFITS ONLY FOR SPECIFIED SICKNESSES AND INJURIES OR OTHER BENEFITS THAT MAY BE ADDED. THIS CERTIFICATE DOES NOT PROVIDE BENEFITS FOR ANY OTHER CONDITIONS.

# AMERICAN HERITAGE LIFE INSURANCE COMPANY Jacksonville, Florida

# ACTUARIAL MEMORANDUM Group Voluntary Critical Illness Policy (Form GCIPHD)

# 1. SCOPE AND PURPOSE OF FILING

This is a filing of the forms for American Heritage Life Insurance Company's Group Voluntary Critical Illness policy/certificate forms GCIPHD/GCICHD. This filing is not intended to be used for any other purpose.

# 2. DESCRIPTION OF BENEFITS

A summary of the benefits are listed below. Detailed descriptions of the benefits are in the policy forms.

- A. Critical Illness Benefit: The lump sum amount payable for a listed critical illness is the percentage next to that critical illness multiplied by the basic benefit amount applicable to each covered person. Benefits are payable only once for each occurrence of a covered critical illness per covered person. Coverage for the spouse and dependent child(ren) is 100% of the basic benefit amount for the primary insured.
  - 1) Heart Attack: 100%
  - 2) Stroke: 100%
  - 3) Coronary Artery Bypass Surgery: 25%
  - 4) Transplant of heart, liver, lung, pancreas, kidney or bone marrow: 100%
  - 5) End Stage Renal Failure: 100%
  - 6) Paralysis: 100%
  - 7) Complete Blindness: 100%
  - 8) Complete Loss of Hearing: 100%
  - 9) Coma: 100%
  - 10) Benign Brain Tumor: 100%
  - 11) Alzheimer's Disease: 100%
- B. Cancer Critical Illness: The lump sum amount payable for a listed critical illness is the percentage next to that critical illness multiplied by the basic benefit amount applicable to each covered person. Benefits are payable only once for each occurrence of a covered critical illness per covered person.
  - 1) Invasive Cancer: 100%
  - 2) Carcinoma in situ: 25%
- C. Specified Diseases Critical Illness: Covered at 25%: Addison's disease, Amyotrophic lateral sclerosis (ALS) (Lou Gehrig's disease), Bone Marrow Donor, Cerebral palsy, Cystic fibrosis, Encephalitis, Hemophilia, Huntington's chorea, Malaria, Meningitis, Multiple sclerosis, Muscular dystrophy, Myasthenia gravis, Necrotizing fasciitis, Osteomyelitis, Rabies, Scleroderma, Sickle cell anemia, Systemic lupus and Tuberculosis
- D. Recurrence Benefit: A lump sum benefit amount is payable for another occurrence of a covered Heart Attack, Stroke, Coronary Artery By-Pass Surgery, Transplant, Invasive Cancer, or Carcinoma in situ. Benefit will be paid at same amount as the Critical Illness Benefit for another occurrence of the same condition, subject to all of the following:
  - the second date of diagnosis is more than 12 months after the first date of diagnosis of the critical illness;
  - 2) the second date of diagnosis is while the covered person is insured under the policy; and
  - 3) for the cancer critical illness benefits, the covered person had no symptoms nor received any treatment during the 12 months after the prior occurrence.

Note: The maximum basic benefit amount payable is the lesser of the 4 times the basic benefit amount or \$250,000 for each covered person. Benefits paid for a recurrence contribute toward the maximum total CI payable.

E. Waiver of Premium - If, while coverage is in force, the insured employee becomes totally disabled at least 180 days, premiums will be waived until the earliest of the date you are no longer totally disabled or upon reaching age 65.

**Proprietary** 

- F. Transportation Benefit: A benefit of the actual cost, up to \$1,500 per calendar year, for round trip transportation coach fare on a common carrier or a personal vehicle allowance of \$0.50 per mile, up to \$1,500 per calendar year, when travel is required by a covered person for treatment of a covered critical illness at a hospital (inpatient or outpatient); or radiation therapy center; or chemotherapy or oncology clinic; or any other specialized free-standing treatment center. The treatment facility must be more than 100 miles from the covered person's home. This benefit is not included in the maximum total critical illness benefit.
- G. Lodging Benefit: A benefit of \$60 per day is paid when a covered person receives treatment for a critical illness on an outpatient basis. The benefit is for lodging at a motel, hotel, or other accommodations acceptable to us. This benefit is limited to 60 days per calendar year. This benefit is not payable for lodging occurring more than 24 hours prior to treatment or for lodging occurring more than 24 hours following treatment. Outpatient treatment must be received at a treatment facility more than 100 miles from the covered person's home. This benefit is not included in the maximum total critical illness benefit.
- H. Wellness Benefit: A benefit of \$75 per calendar year, per covered person, is paid when any of the following is performed. Documentation must be provided for the service rendered.
  - 1) Pre-biopsy test for skin cancer; and
  - 2) Biopsy for skin cancer; and
  - 3) Oral cancer screening; and
  - 4) Blood test for triglycerides; and
  - 5) Bone Marrow Testing; and
  - 6) Colonoscopy; and
  - 7) Echocardiogram; and
  - 8) Electrocardiogram (EKG, including stress EKG); and
  - 9) Flexible sigmoidoscopy; and
  - 10) Hemocult stool analysis; and
  - 11) Lipid Panel (total cholesterol count); and
  - 12) Mammography, including breast ultrasound; and
  - 13) Pap Smear, including ThinPrep Pap Test; and
  - 14) PSA (prostate specific antigen-blood test for prostate cancer); and
  - 15) Serum Protein Electrophoresis (test for myeloma); and
  - 16) Stress Tests on bike or treadmill; and
  - 17) Annual physical examination (only for covered persons over 18 years of age); and
  - 18) Immunizations.

# 3. RENEWABILITY CLAUSE

Individual certificates can only be terminated for reasons stated in the policy. There is a portability provision which a certificateholder can exercise upon termination from the group and continue coverage. The details of the portability provision are specified in the policy forms. The group policy is cancelable under conditions stated in the policy.

# 4. APPLICABILITY

This is a filing of this form. We anticipate new issues and renewals of this certificate form in the future.

# 5. MORBIDITY

Morbidity assumptions were developed from American Heritage Life (AHL) health products with similar benefits.

# **6.** MORTALITY AND INTEREST

No explicit mortality assumption was used in pricing this form. The persistency rate used is based upon a lapse rate which is for all causes of policy termination, including death.

A 4% discount rate was used in the pricing of this product.

# **PERSISTENCY**

The lapse rate assumptions used in pricing this form is for all causes of policy/certificate termination, including death and termination of the group contract. Lapse rates vary by age and duration. It is assumed that the group contract period is initially for 5 years.

### 8. MARKETING METHOD

The product will be sold to eligible Home Depot employees on a voluntary payroll deduction basis in accordance with the regulations of your state.

### 9. UNDERWRITING

Certificates are guarantee issues since the basic benefits amounts offered are \$30,000 or less.

# 10. PREMIUM CLASSES

Premiums rates will vary by age and tobacco status of the primary insured, and coverage type. Premiums can change based upon the experience. Gross monthly premiums per unit are shown in Exhibit A.

# 11. ISSUE AGE RANGE

This form will be available to all employees that meet the employer's eligibility requirements.

### 12. AREA FACTORS

The pricing of this form did not incorporate any area factors.

# 13. AVERAGE ANNUALIZED PREMIUM

The expected nationwide average annualized premium per certificate is \$257.

# 14. PREMIUM MODALIZATION RULES

Subject to rounding procedures, following are the premium modalization rules for this form:

Semiannual premiums equal 0.50 multiplied by the annual premium.

Quarterly premiums equal 0.25 multiplied by the annual premium.

Monthly premiums equal 0.0833333 multiplied by the annual premium.

All other modes are calculated on a pro-rata basis from the monthly mode. This form has no policy/certificate fee.

# 15. ACTIVE LIFE AND CLAIM RESERVES

Statutory reserves will be held in accordance with the Standard Valuation Law.

This is a new filing of this form; therefore, there are no claim reserves at this point. Claim reserves will be developed in accordance with the American Academy of Actuaries' Actuarial Standard of Practice Number 5, "Incurred Health and Disability Claims".

# **16.** TREND ASSUMPTIONS

Explicit trend assumptions were not used in the pricing of this product.

# 17. ANTICIPATED LOSS RATIO

The pricing of this form is such that the minimum anticipated loss ratio is 66.4%. This is computed as the present value of future benefits divided by the present value of future premiums over the projection period of five years. The group contract is initially assumed to cover a five year period.

### **18.** HISTORY OF RATE ADJUSTMENTS

This is a new filing of this form in this state; therefore, it does not have any history of rate adjustments.

# 19. PROPOSED EFFECTIVE DATE

The proposed effective date of implementation is 01/01/2011.

# 20. ACTUARIAL CERTIFICATION

I, Marilou I. Halim, am an Actuary for American Heritage Life Insurance Company. I am a member of the American Academy of Actuaries and am qualified in the area of health insurance. I certify that, to the best of my knowledge and judgement, the entire rate filing is in compliance with the applicable laws of your state and with the rules of the Department of Insurance, and complies with Actuarial Standard of Practice Number 8, "Regulatory Filings for Rates and Financial Projections for Health Plans", and that the benefits provided are reasonable in relation to the proposed premiums.

Respectfully submitted,

mayle & 40.	
The same	09/30/2010
Marilou I. Halim F.S.A., M.A.A.A.	Date

Attachments:

Exhibit A: Gross Premiums

# **EXHIBIT A**

# MONTHLY PREMIUMS PER UNIT Group Voluntary Critical Illness Policy (Form GCIPHD)

Non-Tobacco Monthly CI rate per \$1000

Attain	Individual	Individual &	Individual &	Family
Age		Spouse	child(ren)	
Band				
<20	\$0.37	\$0.74	\$0.51	\$0.88
20 - 29	\$0.37	\$0.74	\$0.51	\$0.88
30 - 39	\$0.54	\$1.08	\$0.68	\$1.22
40 - 49	\$1.03	\$2.06	\$1.17	\$2.20
50 - 59	\$2.24	\$4.48	\$2.38	\$4.62
60 - 69	\$4.99	\$9.98	\$5.13	\$10.12
70+	\$8.23	\$16.46	\$8.37	\$16.60

Tobacco Monthly CI rate per \$1000

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Attain	Individual	Individual &	Individual &	Family
Age		Spouse	child(ren)	
Band				
<20	\$0.60	\$1.20	\$0.74	\$1.34
20 - 29	\$0.60	\$1.20	\$0.74	\$1.34
30 - 39	\$0.88	\$1.76	\$1.02	\$1.90
40 - 49	\$1.67	\$3.34	\$1.81	\$3.48
50 - 59	\$3.60	\$7.20	\$3.74	\$7.34
60 - 69	\$7.98	\$15.96	\$8.12	\$16.10
70+	\$13.15	\$26.30	\$13.29	\$26.44

Insurer: American Heritage Life Insurance Company

Form GCICHD Number(s): GCI2HDAR

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.

Signature of Company Officer

Diane D. Ierna

Name

Assistant Vice President, Compliance

Title

May 11, 2011

Date